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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THE NOW usual supplemental list of new Queen's Counsel has duly appeared, and the following are the names and dates of call to the bar of the two gentlemen comprised in it—Mr. WILLIAM FREDERICK HAMILTON, 1879, Equity bar; and Mr. ARTHUR ROBERT INGPEN, 1879, Equity bar.

THE PRESIDENT was able at the recent meeting of the Incorporated Law Society to give a conclusive answer to the charges of undue leniency which have been made against the statutory committee. We do not understand, however, his averment that it was impossible for the committee to meet those charges in the paper in which they were made. Surely in a matter which involves material, though doubtless unintentional, misapprehension of fact, it is not only possible, but desirable, for even a judicial body to set right such misapprehension, and so remove the impression created on the minds of the public, who will never see the report of the President's remarks. It is this impression on the public which is the material matter; the profession know well enough that the committee act with the greatest care and impartiality.

SOLICITORS are sometimes tempted, especially on the hearing of originating summonses to determine the construction of wills, to brief the same counsel to appear for two conflicting minor interests, influenced, no doubt, by the laudable desire to save what seems to be unnecessary expense. It is obvious, however, for many reasons, that the practice in question is objectionable; and it has quite recently fallen under the judicial criticism of KEKEWICH, J. In a recent case before his lordship, in which counsel confessed that he found himself in the position of representing conflicting interests, the learned judge immediately adjourned the hearing of the point in question, with an intimation that he expected the conflicting interests to be properly represented on a subsequent occasion. The one great advantage to his mind, he took occasion to explain, possessed, in such a matter as the interpretation of a

will, by a judge in court over counsel advising in chambers, was the opportunity afforded to the former of hearing the question thoroughly threshed out by competent antagonists. Solicitors briefing counsel before KEKEWICH, J., will be well advised to keep in mind this expression of judicial opinion.

IT IS not to be expected that the session of Parliament which has just commenced will be very fertile in legislation. The Government expressly admit that domestic reforms involving any large expenditure are out of the question, and want of time is likely to prove as fatal to ordinary legislative changes as want of money to those of a more ambitious character. The military outlook will have to change very much for the better if Parliament is to settle down to the unexciting measures which are promised in the Queen's Speech. Of these the most important is the Companies Bill which has been for three years under the consideration of the House of Lords. We presume it will be re-introduced in the amended form in which it was sent to the House of Commons last year, and that the latter assembly will now have a chance of expressing an opinion on its provisions. It will be a great advantage if such abstract points as the exact scope of a director's liability, which the courts have proved themselves well able to deal with, are avoided, and if attention is concentrated on the comparatively few practical points on which alteration is really required. The Money-Lending Bill is also to be introduced again, and here, too, the House of Commons will have a chance of placing a check upon the reforming zeal of the House of Lords. The other matters of legal interest which are referred to in the Queen's Speech are the amendment of the Agricultural Holdings Act and the Housing of the Working Classes Act, and also of the factory law and the law of lunacy.

MR. RUBINSTEIN had no difficulty in shewing, at the meeting of the Incorporated Law Society last week, that the object of the arrangement for a three years' period contained in the Land Transfer Act, 1897, was to enable an experiment to be made of the efficiency of the system, and that the proposal to erect vast and costly buildings as permanent offices for the Land Registry is a direct violation of the spirit of that arrangement. His resolution to that effect was unanimously carried, and it is to be hoped that the Council of the Incorporated Law Society will take up with energy the opposition to the Bill for the acquisition of the sites which is to be introduced this session. If we might judge from the remarks of the President, we should suppose there could be no doubt as to this; and Mr. BEALE intimated that the Council did not need a formal expression of opinion in order to do their best against the Bill. But we regret to observe that Mr. WALTERS took the line which has so often been taken by the opponents within the Council of action against compulsory registration. Opposition will be hopeless; the crusade is doomed to failure, he declared. We did not succeed in preventing the system from being established; how can we hope to succeed in resisting a proposal to provide the "necessary" buildings for the institution which has been set up? He seemed to altogether lose sight of the fact that the very essence of the complaint is that the great buildings proposed are not necessary for the experiment which was sanctioned by Parliament, but are intended to forestall the result of that experiment. Moreover, is this the right spirit in which the Council, which is supposed to represent the views of the members of the society, should undertake a "crusade" on their behalf? "We are sure that we shall fail, but we will do our best," is indicative of a very half-hearted opposition. Very much the same thing was said eleven years ago when this journal was strenuously urging that the Council should organize an efficient opposition to the Land Transfer Bill. We were assured that it would be utterly hopeless; yet it was organized, and the result was to stave off the passing of the Bill for eight years. Probably the same thing was said in the Council when the question of the flagrant breach of faith involved in the introduction of the clauses relative to registration of title in the Small Dwellings Acquisition Bill of last session arose, yet the opposition which was raised to their insertion was completely successful. We believe, however, that the disciples of the white feather, who are all sincerely desirous to promote the interests of the profession, will come into line with the rest of the Council, and we trust we may see the opposition to the proposed Bill energetically carried out.

IN THE CASE of *Maude* v. *Brook* last week the Court of Appeal were again engaged in an attempt to place some meaning on the vague language and illogical provisions of the Workmen's Compensation Act. A workman injured in the course of his employment in a building over thirty feet in height, which is being "constructed or repaired by means of a scaffolding, or being demolished," is entitled to compensation. As has been pointed out in more than one case, the height of the building need have no actual connection with the accident, nor is it necessary for the injured workman himself to be employed in the construction of the building, or to have received the injury while using a scaffolding. The hypercritical may well ask why is the right to compensation hampered by these conditions as to the height of the building and the nature of the work which is being carried on, if these are not responsible in some way for the accident. But, as Lord Justice SMITH said in the case under discussion, "There is the Act!" The respondent in *Maude* v. *Brook* was employed in a house over thirty feet high, which was roofed in and almost completed; he and some of his fellow-workmen were still plastering some of the interior walls, so that it was open to the county court judge to find (as he did) that the house was being constructed; while plastering they sometimes stood upon boards supported by trestles four feet high. The respondent, however, was not using a trestle when he fell over the staircase and was killed. The county court judge held that the arrangement of boards and trestles was a scaffolding, and that the accident was therefore within the Act. A. L. SMITH and RIGBY, L.JJ., were not prepared to say that boards and trestles, whether used within or without a house, were not a scaffolding, and they therefore declined to disturb the decision in the court below. COLLINS, L.J., thought that the word scaffolding ought to be to some extent judicially interpreted and not left to be construed at will by each county court judge; he considered that the ordinary popular meaning should be given to it, and that when used in connection with the construction, repair, or demolition of a house it must denote a structure with poles and supports such as is commonly used for those purposes. This view certainly seems to accord, better than the view of the majority of the court, with the decision in *Wood* v. *Walsh* (1899, 1 Q.B. 1009), that a plank resting on the rungs of two ladders was not in that case a scaffolding. It is unfortunate that the time of the Court of Appeal should be occupied with such questions, but it is not surprising that they should evoke some difference of opinion.

THE SALE of liquor in proprietary clubs has been again under consideration by the High Court in the case of *The National Sporting Club (Limited)* v. *Cope*. This is a subject which is certain to come into prominence before long, and which is of great interest to many clubs of very high class. In fact it is probably correct to say that a proprietary club cannot be carried on, as such clubs are usually managed, without infringing the law. In the recent case the owners of the club were a limited company. The members were shareholders in the company, but apparently there were many shareholders in the company who were not members of the club. As a legal entity, therefore, the company was not identical with the club. The liquor sold to members of the club was the property of the company, and the profits on the sale went to the company. The profits therefore went to persons who were not members of the club, and so the case is clearly distinguishable from *Graff* v. *Evans* (30 W.R. 380, 8 Q. B. D. 373), which has established conclusively the legality of the position of ordinary members' clubs, in which the members take all the profits arising from the sale of liquor. Under such circumstances, the court upheld a conviction against the club for selling intoxicating liquors without a licence. The case in its main features is (from a legal point of view) hardly different from *Bowyer* v. *The Percy Supper Club (Limited)* (42 W. R. 29; 1893, 2 Q. B. 154). There the

proprietor of the club was a limited company, and the court held that the company ought to have been convicted upon an information for selling liquor by retail without a licence. WRIGHT, J., in that case said that the court must not be understood as laying down any rule applying to proprietary clubs in general. It is hard to see, however, how it can make any difference whether the proprietor of a club is a company, a firm, or an individual. The case of an individual proprietor has been dealt with in Ireland in *Lynam* v. *O'Reilly* (1898, 2 Ir. R. 48), and the proprietor was held to have been rightly convicted, all the profits going into his pocket. It seems plain, therefore, that in every case where the proprietor sells liquor without a licence to the members of a club and makes a profit out of the transaction, he is liable to be convicted under the Licensing Acts. If he were to obtain a licence, however, he would turn his club into an inn, which in many cases would hardly suit his purposes or be compatible with the objects of the club. If the proprietor of a club were to look for all his profit to other sources than the sale of liquor, and if the members were to buy the liquor on their own account and re-sell it to individual members without profit, the club might probably be conducted legally. Under such an arrangement the club would be a members' club as far as the liquor went, though in other respects a proprietary club. But as in most proprietary clubs the profit on the liquor sold is the chief profit made, it is clear that any such arrangement would not be consistent with the continued existence of the club.

THE GOODWILL of a business and the right to use the firm name are well recognized as being assets of considerable value as much in the business of a solicitor as in an ordinary commercial business, but when the use of a firm name involves the use by strangers of the name of living persons carrying on the same business it is inevitable that difficulty should arise, and this is illustrated by the case of *Burchell* v. *Wilde* (*Times*, 1st inst.), just decided by BYRNE, J. It was held in *Banks* v. *Gibson* (34 Beav. 566) that where A. and B. had been in partnership under the style of A. & Co., and the partnership was dissolved without any arrangement being come to with regard to the firm name, A. was not entitled to the exclusive use of his own name, and he was not entitled, therefore, to prevent B. from carrying on business under the style of A. & Co. The firm name, it was held by ROMILLY, M.R., was a partnership asset, and, under the circumstances, each partner was at liberty to avail himself of it. But this result only follows where there is no agreement regulating the right to the name. If at the time of the dissolution of partnership the goodwill and the business pass exclusively to one partner, that partner, it was held in *Levy* v. *Walker* (10 Ch. D. 436), is exclusively entitled also to the use of the name of the old firm. A man has no exclusive property in a name, but he has a right to prevent other people from using his name in such a way as to prevent him from obtaining profits which in the ordinary course would come to him. The sole right, said JAMES, L.J., in the case just mentioned, to restrain anybody from using any name that he likes in the course of any business he chooses to carry on is a right in the nature of a trade-mark. Against the mere use of the name the law gives no remedy; against the use of the name in such a manner as wrongfully to divert business it does. To this statement of the law the decision of STIRLING, J., in *Thynne* v. *Shove* (45 Ch. D. 577) added the qualification that the firm name must not be used in such a manner as to expose any person not in the firm to liability for the firm's engagements. The person who has a right to use the firm name must not, said the learned judge, "exercise that right so as to expose the assignor to any liability by holding him out to be the real owner of the business." In the recent case before BYRNE, J., the question arose upon the dissolution of the partnership which up to last year existed under the style of BURCHELL & Co. The partnership included two gentlemen of the name of BURCHELL and also Mr. W. G. WILDE, the last-named having been a partner since 1882, and having, at the date of the dissolution, the largest share of the profits. Apparently no arrangement was come to as to the use of the firm name, and the Messrs. BURCHELL and Mr. WILDE, who are now carrying on business separately, both claimed to use it. BYRNE, J., held that under the circumstances there was no probability of the Messrs. BURCHELL incurring personal liability through the use by Mr. WILDE of the name of BURCHELL & Co., and hence the qualification introduced by *Thynne* v. *Shove*, which seems as much adapted to such a case as to a case of the purchase of the goodwill, did not apply. Accordingly in law each side was entitled to the use of the name. The common use would however be equally inconvenient to either party, and the case seems to have been adjusted by a slight modification of the old firm name for the purpose of each of the separate businesses.

IN DISCUSSING cases turning upon the possibility of disposing of the goodwill of a solicitor's practice it has to be remembered that the courts have frequently felt a difficulty about recognizing that such goodwill exists in the same sense as in a commercial business. The doubt pressed so much upon Lord ELDON that in *Bunn* v. *Guy* (4 East, 190) he sent a case for the opinion of a court of law, whether a contract by a practising attorney to relinquish his business, and recommend his clients to two other attorneys for a valuable consideration, and to permit them to use his firm name was valid in law, and the King's Bench held that it was. But though the legal validity of an assignment of the goodwill of a solicitor's business was thus affirmed, the Court of Chancery still felt uneasy about such a transaction, and it declined to render active assistance by ordering specific performance of an agreement for sale of the goodwill (*Bozon* v. *Farlow*, 1 Mer. 459), though the dislike was not carried so far as to prevent enforcement of a covenant by a solicitor not to practise. Thus in *Whittaker* v. *Howe* (3 Beav. 383) an agreement by a solicitor for valuable consideration not to practise in any part of Great Britain for twenty years was held to be valid and an injunction was granted. But while transactions relating to the sale of the goodwill of a solicitor's business have thus received a certain measure of sanction, a difference is still recognized between the goodwill of a profession and the goodwill of a business, and so recently as 1883 it was said by JESSEL, M.R., in *Arundell* v. *Bell* (31 W. R. 477), that, upon the dissolution of a partnership and sale of the partnership assets, there was nothing in an ordinary partnership between solicitors that could fairly be termed goodwill and sold as an asset. The question of enforcing stipulations relative to the sale of a solicitor's business has recently been raised before the Vice-Chancellor of Lancaster in an action of *Earle* v. *Eaton*. The plaintiff and defendant had carried on business as solicitors in partnership under the style of EARLE, SONS, & Co. The articles of partnership provided that upon a dissolution the goodwill should be the property of Mr. EARLE. A dissolution had taken place, and it was alleged that the defendant had indirectly solicited some of the clients of the firm to transfer their business to him. HALL, V.C., found that this allegation was proved, and hence, if the ordinary rules applied, the doctrine of *Trego* v. *Hunt* (44 W. R. 225; 1896, A. C. 7) required that an injunction should go against the defendant. Goodwill has at length arrived at least at this much of substance, that solicitation of the old customers is not permitted. But while there may, as the Vice-Chancellor pointed out, be a difference between the goodwill of a solicitor's business and that of an ordinary commercial business, yet a goodwill is attached to a solicitor's business, and such rights as are incident to it the court will enforce. The right of the person entitled to the goodwill to be protected against solicitation of customers by a former partner is now, thanks to the House of Lords, elementary, and an injunction accordingly was granted.

IT IS settled law that *primâ facie* the right to game on a farm is in the lessee, but this right, as the Game Act, 1831, expressly recognizes, may be reserved to the landlord. This reservation, however, is now subject to the provisions of the Ground Game Act, 1880, under which the right to take ground game is made inseparably incident to the occupation of land. By section 3 of the latter Act it is provided that every agreement, condition, or arrangement which purports to divest or alienate the right of the occupier under the Act shall be void. A question sometimes arises to what extent a lease or stipulation which

is in derogation of the occupier's statutory right is thus rendered void. In *Beardmore* v. *Meakin* (L. J. N. C., p. 8) it was held that the mere fact of a lease containing a clause prejudicial to the occupier's right did not invalidate the whole lease. In *Stanton* v. *Brown* (reported elsewhere) a similar question has been raised as to the clause itself. The tenant was holding land under a lease which reserved to the lessor "the exclusive right of the lessor and his friends to enter upon the said farm for the purpose of sporting or otherwise." The effect of this, of course, apart from the Act of 1880, was to reserve to the lessor the exclusive right (*inter alia*) of taking ground game, and to this extent the reservation was void under section 3. But did it follow that the reservation was void altogether so as to leave the right to winged game in the tenant? This would be a needlessly strict construction of section 3, and in *Stanton* v. *Brown* the Divisional Court (CHANNELL and BUCKNILL, JJ.) declined to adopt it. It was impossible, they said, to suppose that the Legislature intended, in an Act conferring on occupiers the right of killing ground game, to destroy a reservation as to winged game. The reservation is avoided so far as is necessary to effect the purpose of the Act; that is, it is void as to ground game. But in respect of other game the Act does not touch it.

WAGERING CONTRACTS.

THE terms of the Gaming Act, 1892 (55 Vict. c. 9), are so sweeping, and its operation was apparently intended to be so extensive, that it is interesting to notice a case, such as *Saffery* v. *Mayer* (*Times*, Jan. 30), decided by DARLING, J., this week, in which a contract is upheld notwithstanding its association with a gambling transaction. The essence of gaming and wagering, said COTTON, L.J., in *Thacker* v. *Hardy* (4 Q. B. D., p. 695), is that one party is to win and the other to lose upon a future event, which at the time of the contract is of an uncertain nature; and by the Gaming Act, 1845 (8 & 9 Vict. c. 109), s. 18, it was declared that all contracts by way of gaming and wagering were null and void, and that no action should be brought to recover any sum won upon a wager or deposited in the hands of a third person to abide the event. Upon this statute frequent cases arose where bets had been made by an agent on behalf of his principal, for while it was clear that in respect of the wager itself no action could be brought against the opposite party, yet it by no means followed that an agent who made a bet under the instructions of his principal and, having lost, paid the loss, was debarred from a right of indemnity against the principal; or that, on the other hand, if the bet was won and the agent received the winnings, he was entitled at law to retain them against the principal. Both of these cases, indeed, were ultimately decided to be outside the statute, and, hence, on the side of the principal and agent respectively an action lay.

As regards the recovery of winnings in the hands of the agent, a decision adverse to the right of the principal was given by STUART, V.C., in *Beyer* v. *Adams* (26 L. J. Ch. 841). The words of the statute, he said, were perfectly general with reference to the person against whom the action by the winner was prohibited, and there was nothing in the statute which could be construed as confining the prohibition to proceedings against the loser of the wager. But this view was overruled by the Court of Appeal in *Bridger* v. *Savage* (33 W. R. 891, 15 Q. B. D. 363). There the plaintiff had employed the defendant to make bets for him on horse-races. The defendant made the bets and received the winnings from the persons with whom the bets were made. It was held that the Gaming Act, 1845, did not apply to the contract between the principal and his agent, and that the plaintiff accordingly was entitled to recover. The persons who had to pay the bets could, of course, have disputed their liability to pay; but when they waived this right and paid the money to the agent the contract of wagering was at an end, and there was nothing to save the agent from liability to account to the principal for money which he had received to his use. "The defendant," said BRETT, M.R., "has received money which he contracted with the plaintiff to hand over to him when he received it. That is a perfectly legal contract. . . . It has been held by the courts on several occasions that the statute applies only to the original contract made between the persons betting, and not to such a contract as was made here between the plaintiff and defendant." So BOWEN, L.J.: "When the bet is paid the transaction is completed, and when it is paid to an agent it cannot be contended that it is not a good payment for his principal."

Prior to the Act of 1892 the law was settled in the same sense in the case where the agent had paid losses and then sought to be reimbursed by his principal. "I am clearly of opinion," said ERLE, C.J., in *Rosewarne* v. *Billing* (15 C. B. N. S., p. 322), "that if a man loses a wager, and gets another to pay the money for him, an action lies for the recovery of the money so paid." And in *Read* v. *Anderson* (32 W. R. 950, 13 Q. B. D. 779) it was held both by HAWKINS, J., and the Court of Appeal that the employment of an agent to make a bet in his own name on behalf of the principal might imply an authority to pay the bet if lost, and that such authority became irrevocable on the making of the bet. "The plaintiff," said BOWEN, L.J., "has placed himself in a position of pecuniary difficulty at the defendant's request, who impliedly contracted, I think, to indemnify him from the consequences which would ensue in the ordinary course of his business from the step which he had taken. There is a great deal of apparent difficulty in this case, because the action relates to betting and wagering; but the contract sued on by the plaintiff is not a wagering contract."

The law being in the state just described, the Gaming Act, 1892, enacted as follows: "Any promise express or implied to pay any person any sum of money paid by him under, or in respect of any contract or agreement rendered null and void by the Act 8 & 9 Vict. c. 109 . . . shall be null and void, and no action shall be brought or maintained to recover any such sum of money." It is obvious that this enactment cuts directly, as was intended, at the principle established by *Read* v. *Anderson*, and it quite debars an agent who has made bets in his own name, and paid the losses, from recovering against his principal. But as was held in *Tatam* v. *Reeve* (41 W. R. 174; 1893, 1 Q. B. 44), it is not confined to cases of this exact nature. It applies equally where a man makes his bets himself and then requests a third person to pay them for him. In the case just mentioned the defendant made a written request to the plaintiff to "settle the enclosed account" for him. The account shewed a list of debts to certain persons, but it did not shew that they were incurred in respect of bets, and no formal evidence seems to have been given that the plaintiff knew them to arise out of betting transactions. In point of fact, however, so it was held, the plaintiff did not act in ignorance, and the court (Lord COLERIDGE, C.J., and WILLS, J.) had no hesitation in deciding that the payments were made "in respect of" betting contracts.

But while the Act of 1892 is thus efficacious to prevent all claims to reimbursement in respect of moneys paid on behalf of a man who has betted and lost, it does not touch the opposite case referred to above, where the bet has been successful and the winnings are in the hands of the agent. Why this case was omitted it is perhaps not easy to say. If the law, while not pronouncing wagering transactions illegal, follows the policy of leaving them severely alone, this policy, if consistently applied, requires that the agent should be protected from a claim by the principal just as much as the principal from a claim by the agent. The Act of 1892, however, does not go to this length, and in *De Mattos* v. *Benjamin* (42 W. R. 284) the court (Lord COLERIDGE, C.J., and DAY, J.) declined to place such a construction upon it. "It does not," said Lord COLERIDGE, "enable a person who has received money on behalf of another to retain it for his own use."

Upon the law and authorities as thus stated DARLING, J., had to decide the case of *Saffery* v. *Mayer* (*supra*). The plaintiff was the trustee in the bankruptcy of VAUTIN. The defendant had devised a system for making money by betting on horses, and he applied to VAUTIN for the capital to permit of the system being worked. VAUTIN provided £300 on the footing of sharing profits and losses. At first there was a profit of £100, which was divided between the partners. Then the luck changed. The £300 was lost and a further sum of

£200 was found by VAUTIN. This also disappeared, and the defendant recognizing his liability to refund to VAUTIN half the amount, gave him promissory notes for £250. This sum VAUTIN's trustee sought to recover, but was met with a defence founded on the Act of 1892. As we have already seen, that statute only applies when some person who has paid money "in respect of" a wagering contract seeks to recover it under a promise express or implied to reimburse him. If the statute is applicable at all, it is easy to see the relation in which the parties in the present case stood to it. VAUTIN had paid £250, which his trustee sought to recover from the defendant under the written promise of the latter to reimburse him. The sole question therefore was whether VAUTIN had paid the money in respect of a wagering transaction. DARLING, J., held that he had not. He had paid it in respect of an agreement between the parties to enter into a partnership to back horses; not in respect of the bets themselves. The distinction is ingenious, and is probably sound, though it is one upon which it would be hazardous to express a confident opinion. If the decision is correct, the result is a further illustration of the anomalies of the present law as to wagering. An agent who finds the money to pay losses is debarred from recovering it. A partner who provides more than his share of capital for the purpose of a betting partnership has no such obstacle placed in his way.

SOME LEADING BANKRUPTCY DECISIONS OF 1899.

FROM time to time the principal decisions in bankruptcy cases during the last year have been reported and often commented upon in these columns. But on a branch of law so difficult and complex something beyond a mere record of cases is desirable, and it is proposed, therefore, to briefly review the more important cases and to try to estimate their effect upon the previously-received principles of bankruptcy law and practice. Without going into the facts of each case in any detail, it may yet be possible, within the limits at our disposal, to bring clearly out the most prominent features presented by the more important cases, and to press home the lessons deducible therefrom. It often happens that the particular point decided is of itself of secondary importance, but yet that the decision is of interest owing to the enunciation or application of some broad principle of bankruptcy law, or for the fact that it establishes some exception to the general applicability of some such principle.

Perhaps the most noteworthy decision of the year was *Re Carl Hirth* (47 W. R. 243), in which a point described by the Master of the Rolls as "new and of great practical importance" was decided. It arose out of an ingenious attempt by a sole trader on the verge of bankruptcy to avoid payment of his creditors by transferring the whole of his assets to a company of the class known as "one man companies"; and supporting that transaction, when impeached by his trustee in bankruptcy, by an appeal to the decision of the House of Lords in *Salomon's case* (45 W. R. 193). The case was moreover complicated by the fact that the company went into liquidation before the bankruptcy, and had many creditors. It is cause for congratulation to the trading community that the Court of Appeal recognised that *Salomon's case* had no application to a case such as this, and that the transaction, being a mere fraud and juggle, could be impeached either under the statute of Elizabeth, as a conveyance to defraud creditors, or, under the relation back sections of the Bankruptcy Act, 1883 (sections 43, 44), if the transfer amounts to an act of bankruptcy under section 4, sub-section 1 (*b*), of the Act, and the receiving order was made in time. The transfer was in fact held void under the doctrine of the relation back of the trustee's title; but if the receiving order is not made in time, so that the transfer does not constitute an available act of bankruptcy, it will be necessary in such cases to resort to the statute of Elizabeth, which presents more difficulties, since, to override the company's claim, it will be necessary to prove not only that the transfer was of the whole of the bankrupt's property, but that the company had notice of the fraud. The effect of the decision in *Re Carl Hirth* is not to treat the company as a nullity, as was done by the Court of Appeal in *Salomon's case*. The company is not touched, but its title to the property is overridden by the trustee's title.

Two cases relating to an undischarged bankrupt's power to deal with his after-acquired property next deserve mention, since they mark the point at which the court has refused to extend what may almost be called "case-made" exceptions to the statute law of bankruptcy. By virtue of section 50, sub-section 5, of the Bankruptcy Act, 1883, a trustee becomes the general assignee of all the bankrupt's property, including his after-acquired property—that is, property acquired after bankruptcy and before his discharge. To this general statutory rule two exceptions have been established. First, in *Cohen* v. *Mitchell* (38 W. R. 551) the Court of Appeal laid down that the trustee's right to such after-acquired property is subject to rights acquired by a *bonâ fide* assignee for value before the trustee intervenes. This artificial exception, which was stretched to its widest extent in the recent case of *Hunt* v. *Fripp* (46 W. R. 125), where it was held to include the assignment of a *chose in action* to a person who knew that the bankrupt was undischarged, has been considerably narrowed down by the decision in *Re Beall* (1899, 1 Q. B. 688). In that case WRIGHT, J., laid it down that the claim of a particular assignee under an assignment for value of a *chose in action*, which is not effective until notice has been given, cannot prevail against the trustee, the general assignee, if the trustee perfects his title by first giving notice or getting a stop order. The second exception, that personal earnings of a bankrupt belonged to him and not to his trustee, which had shewn a tendency in some recent decisions to travel far beyond the narrow limits within which it was first confined, has been put upon a more restricted basis by a considered judgment of the Court of Appeal in *Re Roberts* (48 W. R. 132)—namely, that even personal earnings belong to the trustee save only what may be strictly necessary for the support of the bankrupt and his family.

Many unsuccessful attempts have been made of late to draw tighter the network of bankruptcy law around married women, and the recent ingenious attempt in *Re Handford & Co.* (47 W. R. 391) proved no exception. The point raised was new and interesting: Can a married woman, trading separately from her husband in a firm name, be made a bankrupt under section 1, sub-section 5, of the Married Women's Property Act, 1883, for non-compliance with a bankruptcy notice founded on a judgment obtained against her in the firm name? The Court of Appeal says she cannot, because such a judgment, though in form against the firm, is in fact against the individuals composing the firm, and, further, as VAUGHAN WILLIAMS, L.J., pointed out, bankruptcy proceedings must be *personal* to the individual you wish to make bankrupt. The result is that the well-known principle of *Scott* v. *Morley* is applicable. Another attempt, however, aimed at reaching a married woman's *property*, made in *Re Wheeler's Settlement Trusts* (48 W. R. 10), was more successful, and, if upheld, may often prove useful, since the decision renders available for creditors a married woman's separate property originally restrained from anticipation when the restraint has been removed by the death of her husband. But, although the reasoning of the learned judge carries conviction, it is not easy to reconcile it with that of the late Lord Justice KAY in *Pelton* v. *Harrison* (39 W. R 689).

There has also been an important group of decisions affecting the relative rights of the sheriff, the execution creditors, and the trustee of a bankrupt when a receiving order is made while an execution in still incomplete. Of these *Re Neil Mackenzie* (1899, 2 Q. B. 566) deserves special notice, as being a bold attempt to apply the principles of bankruptcy law in such a way as to override both the express provisions of section 1 of 8 Anne, c. 14 (which gives a landlord a lien upon the goods for his rent as against the execution creditor), and the well-established practice, based on that statute, for the sheriff to sell the goods in the first instance and pay the landlord out of the proceeds. It was contended that if a sheriff, while still having the proceeds of sale in his hands, had notice of a bankruptcy petition against the debtor, he had no right to pay the landlord, but must hand over the whole of the proceeds to the trustee by virtue of section 11, sub-section 2, of the Bankruptcy Act, 1890, which provides that in such a case "the proceeds of sale" pass to the trustee. But the Court of Appeal repudiated the contention, and held that the proceeds of sale did not include the rent due to the landlord, which must be deducted

before such proceeds could be ascertained. It is certainly satisfactory that a universal practice which has been followed for so many years should have been upheld.

It is a central principle of bankruptcy that a trustee cannot be in a better position in regard to third parties than the bankrupt himself. Its application to the facts of *Re Beesten* (47 W. R. 475) produced a result not unnaturally described by the Master of the Rolls as "startling." For a sheriff, who, at the request of the debtor and execution creditor, remained in possession for fifteen months, successfully claimed as "costs of execution" possession money for the whole period as against a trustee, on the ground that he would have been entitled to them as against the debtor. As a set-off to this case, an unsuccessful attempt was made by the sheriff in *Re Thomas* (47 W. R. 259) to include "poundage" in his "costs of execution," although the execution had been stopped by a receiving order. But the old rule, "no sale, no poundage," was decided to still hold good. The last case to note in this connection is *Re Ford* (48 W. R. 173), in which it was held that if a sheriff seizes goods, and on payment of part of the debt withdraws with liberty to re-enter, such a procedure does not amount to a sale of the goods, and to a completion of the execution *pro tanto* within the meaning of section 45. Therefore a receiving order before final sale and payment will override it.

Of all the problems to which bankruptcy law gives rise those relating to proof are, perhaps, the most difficult of solution. None, however, are of greater practical importance. Among recent cases it is only right to give prominence to *Re Vautin* (48 W. R. 96), since the rule there laid down as to the trustee's right to redeem a creditor's security is in direct contradiction to that stated in all the principal text-books, which, on the authority of *Re Lacey* (13 Q. B. D. 128), state that, where a debtor is adjudicated bankrupt on the petition of a secured creditor, the trustee is entitled to redeem the security at the estimate put upon it by the creditor in his petition. But in *Re Vautin*, after an exhaustive review of the sections and rules of the Act, the court (WRIGHT, J.) decided that the proposition was erroneous, and that the trustee's right to redeem did not arise until the creditor put in a *proof* against the bankrupt's estate, in which he estimated his security. Another case which may at first sight appear to run counter to a settled rule of proof, but which on closer examination is seen only to re-affirm an already recognized exception to it, is *Re Morris* (47 W. R. 324). A creditor who held four bills of exchange umped them together in one proof, and having received more than 20s. in the pound on two of the bills, but less on the other two, claimed to retain the excess received on two of the bills until the *total* proof in respect of all the bills had been paid in full. This claim was based on the general practice for a creditor who has several debts due to him from a bankrupt to prove for the lump sum without distinguishing the debts. But that rule is subject to this exception—that where, as in *Re Morris*, the debts are in fact distinct in substance with different rights on different securities over against third parties, proofs must be put in specifying the particular debts, and give the value, if there is a security, of the security for each debt.

It is rather curious that the question of proof raised in *Re Hooley, Ex parte United Ordnance Co.* (1899, 2 Q. B. 579), has not, in these days of speculative company promotion, been previously the subject of judicial decision. The question was, What is the proper basis for a proof by a company in liquidation against the estate of a bankrupt whose trustee has disclaimed a contract by the bankrupt to take shares in the company? The liquidator claimed to prove for the whole amount which could have been called up upon the shares. But it was held that this would have been indirectly to enforce the contract already disclaimed, whereas the principle was that the liquidator could only prove for damages for the breach of contract. Therefore the contention of the trustee prevailed, that the measure of such damages was the difference between the assets and liabilities of the liquidating company. It cannot be said that the case is very clear or satisfactory, nor is it easy to see how the principle can be of general application. For if the proving company were not in liquidation, it might be argued that it had sustained no damage, or damage not capable of proof. Again, the very failure to take up the shares might have been the cause of the liquidation, in which case it is conceivable that the damage might be equal to, or even greater than, the amount due on the shares.

One other case on the subject of proof, *Re O'Gorman* (47 W. R. 543), must be touched upon, as it is a direct decision upon the very difficult point, hitherto left quite open, whether damages awarded to a petitioner against a co-respondent are provable. With great doubt WRIGHT, J., decided that they were provable, but with a hope that the case would be taken to the Court of Appeal. The decision, however, seems right in principle, and has in its favour the *dicta* of MELLISH, L.J., in *Ex parte Muirhead* (2 Ch. D. 22).

In conclusion two or three cases affecting the personal position of trustees in bankruptcy must be briefly referred to. In *Re Mackenzie* (*supra*) the question of a trustee's liability to pay the costs of a successful appeal *personally* was considered by the Court of Appeal, who declined to recognize a rule (said to be based on *Ex parte Stapleton*, 10 Ch. D. 586) that such costs should only come out of the estate, and stated that each case must be considered on its own facts. In *Re Christie* (48 W. R. 94) a trustee claimed to include in "the amount realized by him" under section 72 of the Act of 1883, on a percentage of which his remuneration is based, a sum paid by the bankrupt's father to the credit of the estate in order to carry out a composition. The court, however, declined to allow the inclusion of that sum. Finally, a trustee, who has obtained his discharge by the Board of Trade under section 82 of the Act may rest assured that he will not have his discharge revoked and the matter reopened owing to some inadvertent or even careless omission, since *Re Harris* (47 W. R. 544) decides that fraud, or such suppression or concealment of fact as has in it an element of fraud, will alone furnish good grounds for revocation under that section.

REVIEWS.

TRADE-MARKS.

THE LAW OF TRADE-MARKS AND THEIR REGISTRATION, AND MATTERS CONNECTED THEREWITH: INCLUDING A CHAPTER ON GOODWILL; THE PATENTS, DESIGNS, AND TRADE-MARKS ACTS, 1883-8, AND THE TRADE-MARK RULES AND INSTRUCTIONS THEREUNDER; WITH FORMS AND PRECEDENTS; THE MERCHANDISE MARKS ACTS, 1887-94, AND OTHER STATUTORY ENACTMENTS; THE UNITED STATES STATUTES, 1870-82, AND THE RULES AND FORMS THEREUNDER; AND THE TREATY WITH THE UNITED STATES, 1877. By LEWIS BOYD SEBASTIAN, B.C.L., M.A., Barrister-at-Law. THE FOURTH EDITION. By the Author and HARRY BAIRD HEMMING, L.L.B., Barrister-at-Law. Stevens & Sons (Limited).

The importance of trade-marks to the commercial world is sufficiently attested by the continual litigation of which they are the cause, and Mr. Sebastian, in this edition of his well-arranged and clearly-written work on the subject, has had to deal with a vast number of decisions, both in English and American law. Originally, as he points out in some detail in the chapter on "Infringement," the protection to trade-marks afforded by the law was based more on the propriety of punishing the fraud of the imitator than on the need for securing the rights of the owner, and hence evidence of fraud was a necessary ingredient in an action. But for many years past the doctrine of the law has been altered, and relief is now based upon the right of the plaintiff, and not upon the motive with which that right has been violated by the defendant. "The action of the court," said Lord Cairns, C., in *Singer Manufacturing Co.* v. *Wilson* (3 App. Cas., p. 391), in a passage quoted by Mr. Sebastian, "must depend upon the right of the plaintiff and the injury done to that right. What the motive of the defendant may be the court has very imperfect means of knowing." But it the theoretical basis for the protection of trade-marks has become well settled, the regulations introduced by the Legislature as the conditions for their registration have furnished matter for the extensive litigation to which we have just alluded. In particular the requirement in section 64 of the Patents, &c., Act of 1883, that a trade-mark might consist of a "distinctive fancy word not in common use" almost, to use the language of Lord Macnaghten in the "*Solio*" *case*, drove the courts to despair in the attempt to apply it. Happily this source of litigation is at an end, and the phrase "invented word" has been substituted by the Act of 1888. The most important of the recent decisions to which Mr. Sebastian refers is probably *Eastman, &c., Co.* v. *Comptroller-General* (47 W. R. 152; 1898, A. C. 571)—the "*Solio*" *case* just referred to—in which it was held that these words were to be taken quite independently of the previous decisions as to fancy words, and also

independently of the exclusion of descriptive or geographical words under the subsequent part of section 10.

Mr. Sebastian combines in his book the advantages both of a systematic exposition of the law and of the disjointed, but in practice very necessary, exposition which depends upon the annotation of the statutes. In each department the work has been very fully done, and the practising lawyer can hardly fail to find ready to his hand all the information he requires. Intimately connected with trade-marks is the subject of goodwill, and the chapter which Mr. Sebastian has devoted to this contains an excellent account of the development of the law. From the days of Lord Eldon the courts have been busy trying to discover wherein goodwill consists, with the result that at one time they were in danger of destroying altogether the object of their examination, and a man after selling his goodwill might straightway go and solicit his old customers to resort to him again. But, as Mr. Sebastian notes, this absurdity was rejected by the House of Lords in the recent case of *Trego* v. *Hunt* (44 W. R. 225; 1896, A. C. 7), though a special covenant is still necessary to prevent the vendor from starting a rival business. The appendices, in addition to including the statutes annotated, also furnish a variety of matter for practical use in connection with trade-marks, and an extract is given from the report in 1888 of the Board of Trade committee on trade-marks, of which Lord Herschell was chairman. We can recommend the book as an excellent treatise on a subject of great practical importance.

BOOKS RECEIVED.

The Elements of Mercantile Law. By T. M. Stevens, Barrister-at-Law. Third Edition. By Herbert Jacobs, Barrister-at-Law. Butterworth & Co.

The Stamp Laws: being the Stamp Act of 1891, with the Acts Amending and Extending the same, including the Finance Act, 1899, together with other Acts Imposing or Relating to Stamp Duties on Instruments, or Granting Exemptions from Stamp Duties, and Notes of the Decided Cases. Also an Introduction and an Appendix containing Tables shewing the Comparison with the Antecedent Law. By Nathaniel J. Highmore, Barrister-at-Law. Stevens & Sons (Limited). 10s. 6d.

The Sale of Food and Drugs Acts, 1875 to 1899, and Forms and Notices issued thereunder. With Notes and Cases. Together with an Appendix containing the other Acts relating to Adulteration, Chemical Notes, &c. Third Edition. By Sir William J. Bell, Barrister-at-Law, and H. S. Scrivener, Barrister-at-Law. Shaw & Sons.

The Magistrates' Annual Practice, 1900: being a Compendium of the Law and Practice relating to Matters occupying the Attention of Courts of Summary Jurisdiction. With an Appendix of Statutes and Rules, List of Punishments, Diary for Magistrates, &c. By Charles Milner Atkinson, Stipendiary Magistrate for the City of Leeds. Stevens & Sons (Limited); Sweet & Maxwell (Limited). Price 20s.

The Law Magazine and Review. A Quarterly Review of Jurisprudence. (Being the combined Law Magazine, founded in 1828, and the Law Review, founded in 1844.) February, 1900. William Clowes & Sons (Limited).

CASES OF THE WEEK.

Court of Appeal.

"THE SNARK." No. 1. 26th Jan.

Ship—Damage—Collision Caused by Running Foul of Sunken Barge—Liability of Owner of Wreck, where Not Abandoned, for Negligence of Independent Contractor Employed to Raise the Wreck for Him.

Appeal by the defendants from a judgment of Barnes, J. The plaintiffs were the owners of the steamship *Vesta*, and the defendants were the owners of the barge *Snark*. The action was *in personam* to recover damages for injuries to *The Vesta*, owing to her having run upon *The Snark*, which had been sunk in the fairway of the Thames. *The Snark*, without negligence on her part, had been sunk by a collision with a steamer on the 1st of August, 1897, at about 12.15 a.m. The defendants employed a contractor named Forrest, who was familiar with that class of work, and a competent man, to raise *The Snark* for a fixed sum. Forrest gave notice of the wreck to the Thames Conservancy, and on the 2nd of August they sent a mark boat to the spot, for which they were paid by the defendants. Forrest then got his plant ready, and relieved the Thames Conservancy of the task of marking the barge, and next day their boat was removed. Forrest was guilty of negligence in not properly marking the barge, and *The Vesta*, in consequence, ran upon her, and was seriously damaged. Barnes, J., held that the defendants were liable. It was contended on their behalf that they were not liable for the default of Forrest as he was an independent contractor, to whom the possession and control of the barge had been handed over. The following cases were referred to: *Rex* v. *Watts* (2 Esp. 675), *Brown* v. *Mallett* (5 C. B. 599), *White* v. *Crisp* (10 Ex. 312), "*The Douglas*" (51 L. J. Adm 89), "*The Utopia*" (1893, A. C. 492), "*The Crystal*" (1894, A. C. 508), *Holliday* v. *National Telephone Co.* (47 W. R 203; 1899, 2 Q. B. 392).

The Court (A. L. Smith, Rigby, and Collins, L.JJ.) dismissed the appeal.

Smith, L.J., in giving judgment, said that the defendants entered into a contract with Forrest under which he was to raise the sunken barge. They did not in any way abandon their property in the barge. The question was whether the defendants were liable for the damage done owing to Forrest's negligence. It was said that they were not liable because they had delegated the job and the proper lighting of the sunken barge to an independent contractor. The Thames was a fairway, and, in his lordship's opinion, Forrest was put to do work which was likely to cause injury to passing ships unless proper precautions were taken. This court had in several cases laid down the law with regard to the liability of a person who employed an independent contractor to do certain work. He adopted every word of the rule as laid down by Bruce, J., in *Penny* v. *Wimbledon Urban District Council* (47 W. R. 565; 1898, 2 Q. B. 72), where he said, "When a person employs a contractor to do work in a place where the public are in the habit of passing, which work will, unless precautions are taken, cause danger to the public, an obligation is thrown upon the person who orders the work to be done to see that the necessary precautions are taken, and if the necessary precautions are not taken he cannot escape liability by seeking to throw the blame on the contractor." The present case fell directly within that rule of law. It was in the power of the defendants to have abandoned the barge, in which case the Thames Conservancy, it appeared, must under their statute come in and remove the obstruction. It seemed from the judgment of the Privy Council in the case of *The Utopia*, that though it was in the power of the owner to abandon the sunken vessel, until he abandoned it he was liable in the ordinary way, and if the work to be done was such that he could not escape liability by delegating its execution to an independent contractor, he was liable for the negligence of the independent contractor. There was no evidence in the present case that the owners of the barge had abandoned—or properly transferred—the possession, management, and control of the barge within the meaning of that decision. The judgment of the court below was therefore right.

Rigby and Collins, L.JJ., concurred.—Counsel, *Laing*, Q.C., and *Lauriston Batten*; *Carver*, Q.C., and *Stubbs*. Solicitors, *J. A. & H. E. Farnfield*; *Stokes & Stokes*.

[Reported by P. B. Durnford, Barrister-at-Law.]

MAUDE v. BROOK. No. 1. 27th Jan.

Master and Servant—Compensation for Injury by Accident—Building Being "Constructed" by Means of a "Scaffolding"—Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37), s. 7.

Appeal from the award of Judge Greenhow, the judge of the Leeds County Court, in proceedings to assess compensation under the Workmen's Compensation Act, 1897. The appellant was building two houses, and the respondent was the widow of a workman who had been employed in the plastering work in the interior of the houses. On the 24th of November, 1898, the houses, which were over 30 feet in height, were so far completed that the roof was on and the outside scaffolding was taken down, but the inside plastering work was not completed. The plasterers employed by the appellant used for the purpose of the plastering work movable trestles with boards laid across the top, the plasterers standing on the boards so as to reach the ceilings and upper parts of the walls of the rooms. The respondent was doing some plastering work on the walls of the top landing of one of the houses, standing on the floor and not upon the trestles, when he fell over the stairs, where the banisters had not been put up, and was killed. The county court judge held that the plastering work of the walls and ceilings of the unfinished house was part of its construction, and that the arrangement of trestles and boards, although inside the house, was a "scaffolding" within the Act, as it was a platform used by the workmen engaged in the higher plastering to reach their work. He assessed the compensation at £296.

The Court (A. L. Smith, Rigby, and Collins, L.JJ.) dismissed the appeal, Collins, L.J., dissenting.

A. L. Smith, L.J., said that in his opinion the county court judge was justified in finding that the plastering work was part of the "construction" of the house. The next point was whether the houses, being over 30 feet high, were being constructed by means of a "scaffolding." There was nothing in the Act to limit the height of the scaffolding, and certainly nothing to confine the accident to one on the scaffolding. In *Hoddinott* v. *Newton, Chambers, & Co.* (47 W. R. 499; 1899, 1 Q. B. 1018) this court held that it was immaterial whether the scaffolding was outside or inside the building. Suppose the house was being built by means of trestles and boards outside, in his opinion there would be evidence to justify a finding that the building was being constructed by means of a "scaffolding." The arrangement of trestles and boards being inside the house, he could not say as a matter of law that the county court judge could not find that it was a "scaffolding."

Rigby, L.J., concurred.

Collins, L.J., dissented. He had already stated in *Hoddinott* v. *Newton, Chambers, & Co.* what considerations should be applied in finding out whether an arrangement was a "scaffolding" or not. He had carefully reconsidered what he had there said, and he adhered to it. The only safe rule was to give to the word its ordinary popular meaning. No uninstructed person would call this arrangement of trestles and boards a scaffolding, and certainly not a scaffolding by means of which a house was

being constructed, repaired, or demolished. The words in connection with which "scaffolding" was used seemed to point to some such arrangement of poles and boards fastened together as occurred in an ordinary scaffolding. In *Haddinott* v. *Newton, Chambers, & Co.* there was an arrangement of trestles and ledgers tied to the iron supports of the building. A. L. Smith, L.J., thought that there was evidence upon which the county court judge was justified in finding that the arrangement was a scaffolding. He (Collins, L.J.) thought it was not, and it seemed to him that Romer, L.J., agreed with him. In his opinion the word "scaffolding" meant one system of scaffolding capable of being used for the whole of the construction or repair of the building. In his opinion this arrangement of trestles and boards was not a "scaffolding."—Counsel, *Ruegg*, Q.C., and *A. Powell*; *J. A. Compston*. Solicitors, *W. Hurd & Son*, for *H. A. Child*, Leeds; *G. Trenam*, for *Milling & Dodgson*, Leeds.

[Reported by W. F. Barry, Barrister-at-Law.]

Re **WREXHAM, MOLD, &c., RAILWAY.** No. 2. 30th Jan.

Receiver and Manager—Costs of Defending Action—"Working Expenses"—"Other proper Outgoings"—Railway Companies Act, 1867 (30 & 31 Vict. c. 127), s. 4.

This was an appeal from a decision of Byrne, J. (47 W. R. Dig. 171). The question was whether certain costs of the railway company incurred in defending an action in relation to the cost of constructing the line were working expenses of the railway or other proper outgoings in respect of its undertaking within section 4 of the Railway Companies Act, 1867. That section enabled judgment creditors of a railway company to obtain the appointment of a receiver, and, if necessary, of a manager of the undertaking of the company, and it continued as follows: "And all money received by such receiver or manager shall, after due provision for the working expenses of the railway and other proper outgoings in respect of the undertaking, be applied and distributed under the direction of the court in payment of the debts of the company, and otherwise according to the rights and priorities of the persons for the time being interested therein." On the 8th of September, 1897, an order was made under this section upon the petition of the Great Central Railway Co., a judgment creditor, appointing a receiver and manager for the undertaking of the Wrexham Co., the costs of all parties to be taxed by the taxing-master, and the order directed inquiries as to the debts of the company, and as to rights and priorities, in accordance with the terms of the section. Prior to this order an action had been commenced by the executors and trustees of Mr. Piercy, the contractor for the line, against the company for the balance of the cost of constructing the line, and on the 25th of July, 1897, this action was referred to arbitration, and the arbitration was pending at the date of the receivership order. On the 22nd of November, 1897, upon the application of the Piercy trustees, an order was made giving them liberty, notwithstanding the order of the 8th of September, 1897, to carry on the action and proceed with the arbitration, including liberty to the company to continue to attend the arbitration proceedings, but no order was made as to the company's costs. In March, 1898, the award was made and judgment was entered up in the terms of the award, which was to the effect that the company should pay to the Piercy trustees £23,643 cash, and also certain sums of stock and debenture stock, each party to pay his own costs. The effect of the award was that the claims of the Piercy trustees were cut down to a considerable extent. An application was then made by the company and its directors, and the solicitor for the company, that the costs up to the 8th of September, 1897, and also subsequently thereto, incurred in the defence of the action and arbitration should be treated by the receiver as proper outgoings of the undertaking, and should be payable in priority to the claims of the debenture stockholders of the company. Byrne, J., held that these costs were not proper outgoings within the meaning of section 4, and refused the application. The applicants appealed.

The Court (Lindley, M.R., Vaughan Williams and Romer, L.JJ.) varied the order of Byrne, J.

Lindley, M.R.—The Railway Companies Act, 1867, contains no mention of costs, yet there must be power in the court to give costs in proceedings under the Act—otherwise the costs of a petition for a receiver under the Act could not be provided for. Ever since the passing of the Act orders have been made for the payment of those costs. The section was passed upon the footing that the court has jurisdiction to order the costs of the proceedings thereby directed. If there ever has been any doubt as to the jurisdiction of the court to order payment of costs of proceedings under an Act of Parliament when not expressly authorized to do so, that doubt has been removed by the Judicature Act, 1890, s. 5, as explained in *Re Fisher* (12 W. R. 241; 1894, 1 Ch. 450). This case turns on the real meaning of the order of the 22nd of November, 1897. In my opinion the real meaning of that order is not merely that the company should attend the proceedings, but that it should fight the claim of the Piercy trustees on behalf of everybody instead of the claim being contested in chambers. The award has been made and the claim of the Piercy trustees considerably reduced, but the arbitrator has made no order as to costs. The question is, how are the costs of the company to be obtained? The company applies that these costs may be regarded as proper outgoings of the undertaking. Byrne, J., has been unable to take that view, and we feel the same difficulty. Even without going so far as Kay, L.J., in *Re The Eastern and Midlands Railways Co.* (45 Ch. D. 367), I would be unduly stretching the words of section 4 to say that proper outgoings include the costs of defending an action for the contractors' charges in connection with the construction of the railway. But, having regard to the view already expressed as to the effect of the order of the 22nd of November, 1897, I am of opinion that the order of Byrne, J., should be varied by adding a declaration that the costs incurred by the company since the date of the receivership order in defending the action and the proceedings consequent thereon ought to be treated as incurred in the prosecution of the inquiries directed by that order, and for the benefit of the debenture-holders and other creditors of the company, and ought to be paid in priority to any future payments to such debenture-holders or other creditors.

Vaughan Williams and Romer, L.JJ., concurred.—Counsel, *C. A. Russell*, Q.C., and *R. J. Parker*; *Neville*, Q.C., and *F. Thompson*; *Whinney*; *Romer*. Solicitors, *Norris, Allen, & Chapman*, for *J. B. Pollitt*, Manchester; *Field, Roscoe, & Co.*, for *Evan Morris & Co.*, Wrexham; *Sharpe, Parker, & Co.*, for *Alsop, Stevens, Harvey, & Crooks*, Liverpool; *Cunliffes & Davenport*, for *R. B. Lingard-Monk*, Manchester.

[Reported by J. I. Stirling, Barrister-at-Law.]

MOHAN *v.* **BROUGHTON.** No. 2. 24th and 25th Jan.

Administration—Distribution of Estate—Staying Proceedings—Res Judicata—Knowledge of Proceedings—Laches—Delay.

This was an appeal from a decision of Barnes, J. The facts were as follow: H. T. Coghlan died on the 24th of November, 1892, a widower without issue and intestate. On the 24th of December, 1892, letters of administration were granted to Sir Henry Delves Broughton as cousin of the deceased and one of his next-of-kin. An administration action was commenced in the Chancery Division, and on the 23rd of January, 1893, inquiries and accounts were directed, one of the inquiries being who were the next-of-kin of the deceased. On the 30th of November, 1893, the chief clerk certified that the only next-of-kin of the deceased were his first cousins, Sir Henry Delves Broughton, Alfred Delves Broughton, Laura Moul, and Fanny Maria Hardresse Lawson. On the 18th of May, 1894, the plaintiff applied by summons in the Chancery action for liberty to prefer a claim in the action as a first cousin of the intestate. On the 8th of June, 1894, her claim was heard before the chief clerk, who pointed out that the affidavit filed in support of the application only made out the plaintiff to be a first cousin once removed of the deceased and that as first cousins had established their claim, she could not rank in the distribution of the estate. Accordingly, he made no order, but allowed the plaintiff six days to take her claim before the judge. The plaintiff did not proceed with the matter, and took no further steps in connection with the estate of the deceased till the present action. The estate was distributed under orders of the court in the Chancery action, the final order being made on the 21st of April, 1896. On the 7th of June, 1898, the plaintiff issued the writ in the present action, claiming revocation of the grant of administration to Sir H. D. Broughton on the ground that Emma Broughton, through whom he claimed, was illegitimate. This question had been raised by other claimants in the Chancery action, though not by the plaintiff, and the chief clerk had found in favour of Sir H. D. Broughton. Sir H. D. Broughton died subsequently to the issue of the writ and the action was continued against his executors. The defendants contended first that the plaintiff's claim was *res judicata*, and secondly that the plaintiff, had been guilty of such *laches* as debarred her from prosecuting her claim. Barnes, J., decided in favour of the defendants on the second point and dismissed the action. The plaintiff appealed.

The Court (Lindley, M.R., Vaughan Williams and Romer, L.JJ.) dismissed the appeal

Lindley, M.R.—I think there is no sufficient ground for the interference of the court. This is an application to revoke letters of administration granted to a person who claimed to be one of the next-of-kin of an intestate who died some years ago. The court does not revoke letters of administration as a matter of course, and it is important to ascertain the object of these proceedings. The plaintiff's case is that the intestate's estate was distributed among the wrong persons. After the letters of administration had been granted an administration order was made in the Chancery Division, and under that order the debts have been paid and the surplus distributed among persons who, the plaintiff says, are not entitled to it. In other words, the plaintiff wants to follow the assets in the hands of the persons who are alleged to have got them wrongly. Speaking for myself, I cannot see any difficulty in accomplishing this object by an action in the Chancery Division, even though the letters of administration were not revoked. Barnes, J., took the view that in the circumstances of the case the plaintiff could not get what she wanted even if the letters of administration were revoked. In his opinion, although the matter is not *res judicata*, yet as she has taken no proper steps to prosecute her claim and prevent the distribution she is now debarred from taking these proceedings. I think that Barnes, J., was perfectly right in the view he has taken and that this appeal ought to be dismissed with costs.

Vaughan Williams and Romer, L.JJ., concurred.—Counsel, *A. T. Lawrence*, Q.C., *Calvert*, and *Lister Drummond*; *Bargrave Deane*, Q.C., and *Barnard*. Solicitors, *W. W. Gabriel*; *Witham, Roskell, Munster, & Weld*.

[Reported by J. I. Stirling, Barrister-at-Law.]

Re **JOSEPH HARGREAVES (LIM.).** No. 2. 24th Jan.

Discovery of Documents—Income Tax Returns—Company—Winding up—Misfeasance Summons—Public Department—Companies Act, 1862 (25 & 26 Vict. c. 89), s. 115.

This was an appeal from a decision of Wright, J. The liquidator of the company, which was in voluntary liquidation, issued a misfeasance summons against the directors and the auditor on the ground that dividends had been paid out of capital. The auditor had signed certain balance-sheets of the company which had been delivered to the district surveyor of taxes for the purpose of assessment of income tax. There were no other balance-sheets of the company in existence. To prove the complicity of the auditor the liquidator took out a summons under section 115 of the Compa[illegible] Act, 1862, to compel the production of

these balance-sheets by the surveyor. The surveyor referred the matter to the Board of Inland Revenue, who passed a resolution (which was verified by the affidavit of their secretary) to the effect that the production of the documents required would be prejudicial and injurious to the public service and interest. Wright, J., refused the application. The liquidator appealed.

THE COURT (LINDLEY, M.R., VAUGHAN WILLIAMS and ROMER, L.JJ.) dismissed the appeal.

LINDLEY, M.R.—The question is whether the court ought to overrule the decision of Wright, J., that it is not right to order production of these documents under section 115. The language in which the section is expressed shews that the person who applies under it has no abstract right to an order under the section, but the judge has a discretion in the matter. Here we have a misfeasance summons which has been taken out against some officers of this company, and the liquidator has applied for production of these documents. The Board of Inland Revenue has made an affidavit that in their opinion it would be injurious to the interests of the public service to produce them. Wright, J., has accordingly refused to make any order. I do not intend to say what the limit to the power of the court is to order production of documents, but where a judge has a discretion *primâ facie* the court will not interfere with his exercise of that discretion. The appeal must be dismissed.

VAUGHAN WILLIAMS and ROMER, L.JJ., agreed.—COUNSEL, *P. F. Wheeler; Danckwerts*, Q.C., and *S. A. T. Rowlatt*. SOLICITORS, *Jaques & Co.*, for *Neill & Holland*, Bradford; *Solicitor to Inland Revenue*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

FOSTER *v.* PLUMBERS' CO. Buckley, J. 24th Jan.

EVIDENCE—EXTENT OF THE THIRTY YEARS' RULE—ADMISSIONS OF PREDECESSORS IN TITLE—ADMISSIBILITY AGAINST PURCHASERS FOR VALUE.

This was an action to recover tithes in respect of 41, Bishopsgate-street, in the parish of St. Helen's, claimed to be payable under the statute 37 Henry 8, c. 12, and the decree made thereunder. The defence chiefly relied on at the hearing was that the premises were subject to a customary payment at the date of the Act, and the Act contained a proviso excepting premises subject to such payment from liability to tithe. The defendants, among other documents, tendered a schedule of payments by the parishioners of St. Helen's, with notes purporting to be in the handwriting of a deceased predecessor in title of the plaintiff, who sold his interest in 1822, and also admissions in the handwriting of another and later predecessor in title of the plaintiff. All the documents in question were produced by the solicitors who had acted for the last purchaser of the tithes of the whole of the parish of St. Helen's, and they had remained in their custody since the purchase, which was in 1822.

BUCKLEY, J., held that there was sufficient ground for these solicitors having retained these documents, and, therefore, that they came from the proper custody. The first document was of the nature of an account, and was shewn to be more than thirty years old, and was therefore admissible, without proof of handwriting. The case of *Lady Dartmouth* v. *Roberts* (16 East 334) and the judgment of Grove, J., in *Parrott* v. *Watts* (47 L. J. C. P. 79; 26 W. R. Dig. 88) were authorities for admitting all the documents objected to. It was argued that the plaintiff was purchaser for value, and that the admissions of predecessors in title could not be received against purchasers; but the judgment of Grove, J., in *Parrott's case* shewed that that made no difference.—COUNSEL, *H. Terrell*, Q.C., and *Carson; Astbury*, Q.C., and *E. Bray*. SOLICITORS, *Drake, Son, & Parton; Robbins, Billings, & Co.*

[Reported by J. F. WALEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

JONES *v.* SHORT. Div. Court. 29th Jan.

HACKNEY CARRIAGE—DEFINITION OF DRIVER—STANDING OR PLYING FOR HIRE—STREET—TOWNS POLICE CLAUSES ACT, 1847 (10 & 11 VICT. c. 89), ss. 3, 38, 45.

This was a case stated by justices of Gloucestershire. The respondent was charged before the justices with unlawfully standing for hire within the prescribed distance in that behalf of the borough of Cheltenham with an unlicensed carriage, contrary to section 45 of the Towns Police Clauses Act, 1847. That section provides as follows: "If the proprietor . . . of any carriage or any person so concerned as aforesaid, permits the same to be used as a hackney carriage plying for hire within the prescribed distance without having obtained a licence as aforesaid for such carriage . . . or if any person be found driving, standing, or plying for hire with any carriage within the prescribed distance, &c., for which such licence as aforesaid has not previously been obtained . . . every person so offending shall be liable" to a penalty. The respondent stood for hire with a carriage for which no licence under the Act had been previously obtained, in a cab-stand provided by the Great Western Railway Co., on a piece of land adjoining their station at Cheltenham, which was within the prescribed distance. The piece of ground was formerly a private road and was now paved and metalled like an ordinary road or street. It belonged to the railway company, having been acquired by them under the compulsory powers conferred on them by their Act of 1898, whereby all rights of way over the same were extinguished, except a public right of footway, which the company were restricted from stopping up or interfering with. The justices dismissed the information. The question in the case was whether the justices were right in holding that it was no offence against section 45 for a person to be found standing or plying for hire with an unlicensed carriage, such carriage not being a hackney carriage within the definition given in section 38, which section provides that "every wheeled carriage . . . used in standing or plying for hire in any street within the prescribed distance, and every carriage standing upon any street within the prescribed distance . . . shall be deemed to be a hackney carriage." There was a further question whether the justices were right in holding that the piece of ground on which the respondent stood was not a street within section 3, and that the respondent's carriage was accordingly not proved to be a hackney carriage. By section 3 the word "street" is made to "extend to and include any road, square, court, alley, and thoroughfare or public passage within the limits of the special Act." It was contended that it was an offence under section 45 to ply for hire anywhere within the prescribed distance, whether in a street or no. It was sought to distinguish the case of *Curtis* v. *Embery* (L. R. 7 Exch. 369) on the ground that there was a public right of footway over the piece of ground in question, and that it was, therefore, a street within the Act. It was also sought to distinguish the case of the proprietor of a carriage from that of the driver, and to say that in the case of the driver it was not necessary to shew that the carriage was a hackney carriage within section 38.

THE COURT (CHANNELL and BUCKNILL, JJ.) dismissed the appeal.

CHANNELL, J., said that the case was covered by *Curtis* v. *Embery*. It was possible that if the respondent had been found standing upon the footway he might have been held to be standing in a street within the Act; but standing where he was he was in a private road, and not in a street. He did not think that any distinction was intended to be drawn in section 45 between the case of the proprietor of a carriage and that of the river.

BUCKNILL, J., concurred. — COUNSEL, *Roskill; Danckwerts*, Q.C. SOLICITORS, *H. E. Edmunds; Winterbotham & Co.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

PALMER *v.* SNOW. Div. Court. 29th Jan.

SUNDAY—SUNDAY TRADING—BARBER—LORD'S DAY OBSERVANCE ACT, 1676 (29 Car. 2, c. 7), s. 1.

It was held in this case, which was a case stated by the stipendiary magistrate of South Staffordshire, that a barber is not one of the persons prohibited from exercising his calling on Sunday by the Lord's Day Observance Act, 1676. The appellant was summoned under section 1 of the Act, which provides as follows: "No tradesman, artificer, workman, or labourer, or other person whatsoever, shall do or exercise any worldly labour, business, or work of his ordinary calling upon the Lord's Day or any part thereof (works of necessity and charity only excepted)." The information charged that the appellant was a "tradesman." The evidence was that the appellant, who was a barber and hairdresser, kept his shop open on Sunday, the 24th of September, 1899, and shaved several customers and cut the hair of others. No articles were bought or sold in the shop. The magistrate convicted the appellant. It was contended on the appellant's behalf that a barber did not come within the terms "tradesman, artificer, workman, or labourer," because "tradesman" meant a person who dealt in goods in retail, "artificer" was one who worked upon raw materials, and "workman" and "labourer" indicated persons of inferior station; nor was a barber within the words "or other person whatsoever," because those words ought to be read *ejusdem generis* with the words preceding them. *Reg.* v. *Silverton* (33 L. J. M. C. 79) and *Sandiman* v. *Breach* (7 B. & C. 96) were cited. The contention of the defendant was that the appellant came within all the words, being a tradesman because he, in ordinary language, plied a trade, and an artificer, workman, or labourer because he was a person who earned his living by the work of his hands. *Phillips* v. *Innes* (4 C. & P. 234) was cited.

THE COURT (CHANNELL and BUCKNILL, JJ.) allowed the appeal.

CHANNELL, J., said that all that was necessary for them to say in this case was that a barber was not a tradesman within the Act, because of the way in which the summons was framed. But the court were not satisfied to base their judgment upon that point only, because it might in that case be assumed that they thought that the appellant's business came within some one of the remaining words. They did not, however, think so. The Act in question differed from the Scotch Act under which *Phillips* v. *Innes* was decided, because the Scotch Act began by saying that no ordinary labour or handicraft should be carried on on Sunday. If that provision had been in force in England the barber might have come within it. The English Act only related to certain specified persons. The words "or other persons whatsoever," as had already been decided, were to be read *ejusdem generis* with the preceding words. With regard to the word "tradesman" he was strongly of opinion that though the word tradesman might often be used as distinguished from gentleman or professional man so as to include barber, yet that the word was not so used in the statute, but that it was intended to mean a person who carried on the business of buying and selling. "Artificer" meant somebody who made something. The remaining words "workman or labourer," though they might possibly apply to an assistant, involved the idea of a person employed by someone else and did not, therefore, apply to the appellant. The consideration urged by counsel that the business of a barber was when the Act was passed a well-known business and one of much more importance than it was at the present time lent additional force to the argument that a barber was not one of the persons to whom the Act was intended to apply.

BUCKNILL, J., concurred.—COUNSEL, *Shearman; Dickens*, Q.C., and *W. Shakespeare*. SOLICITORS, *Maudes & Tunnicliffe*, for *Dallow & Dallow*, Wolverhampton; *Murr & Rushy*, for *Sharpe & Derby*, West Bromwich.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

STANTON *v.* **BROWN.** Div. Court. 24th Jan.

LANDLORD AND TENANT—RESERVATION OF EXCLUSIVE SPORTING RIGHTS—SEVERABILITY—GROUND GAME ACT, 1880 (43 & 44 VICT. c. 47), s. 3.

Case stated by justices of Gloucestershire. The respondent was charged with trespass on a certain farm in pursuit of game. It was proved that the respondent was shooting partridges over the farm on the occasion referred to in the information and that he had obtained permission to shoot over the farm from the tenant. The tenant was holding the farm as a tenant from year to year on the terms, so far as applicable to a tenancy from year to year, of an expired lease, whereby the farm was demised to the tenant subject to a reservation to the lessor "of the exclusive right of the lessor and his friends to enter upon the said farm for the purpose of sporting or otherwise." The justices were of opinion that the reservation in the lease was an agreement, condition, or arrangement which purported to divest or alienate the right of the tenant to kill or take ground game, and was therefore void under section 3 of the Ground Game Act, 1880. They were of opinion that the reservation of sporting rights was inseverable in its terms, and that there was no authority to support the contention that it could be held to be good in part as to winged game and void in part as to ground game. They therefore were of opinion that the parties to the lease were thrown back upon their common law rights, and that by the common law the tenant had the right to kill both the winged and ground game, and could lawfully authorize the defendant to do so. They accordingly dismissed the information subject to the present case.

THE COURT (CHANNELL and BUCKNILL, JJ.) allowed the appeal.

CHANNELL, J., said the case was quite clear. It was impossible to read section 3 of the Ground Game Act, 1880, which provided that "every agreement, condition, or arrangement which purports to divest or alienate the right of the occupier as declared, given and reserved to him by this Act . . . shall be void," as meaning that the agreement should be void in its entirety, and *Beardmore* v. *Meakin* (20 L. J., Notes of Cases, 8) shewed that it did not mean that the reservation was necessarily void in its entirety either. One reason was that the section applied to agreements made before the Act as well as to agreements made after it; and it was impossible to suppose that the Legislature intended, in an Act conferring on occupiers the right of killing ground game, to destroy a reservation as to winged game. If the section did not effect that in the case of agreements made before the Act, it could not do it in the case of subsequent agreements. The respondent might have raised a better defence on the ground of a claim of right ousting the justices' jurisdiction. But that point was not taken, and the case must be remitted with a direction to convict.

BUCKNILL, J., concurred. Appeal allowed.—COUNSEL, *W. L. Richards.* SOLICITOR, *Heelas*, Stroud. The respondent was not represented.

[Reported by T. R. C. DILL, Barrister-at-Law.]

SAVOY HOTEL CO. (Appellants) *v.* **LONDON COUNTY COUNCIL** (Respondents). Div. Court. 22nd Jan.

SHOP HOURS ACT, 1892 (55 & 56 VICT. c. 62)—"SHOP"—HOTEL AND RESTAURANT—EMPLOYMENT OF YOUNG PERSON—DOMESTIC SERVANT.

Case stated by a metropolitan police magistrate. Complaint was made against the appellants for having unlawfully employed in or about the Savoy Hotel and Restaurant (being a shop within the meaning of the Shop Hours Act, 1892) a boy named Knight (being a young person within the meaning of that Act) for a longer period than seventy-four hours (including meal times) during a certain week, and for having failed to keep exhibited the notice required by section 4 of that Act. Section 3 of the Act prohibits the employment of a "young person" in or about a shop for a longer period than seventy-four hours, including meal times, in any one week. Section 4 requires a notice referring to the provisions of the Act to be kept exhibited in a conspicuous place in the shop. Section 9 provides that "'shop' means retail and wholesale shops, markets, stalls, and warehouses in which assistants are employed for hire, and includes licensed public-houses and refreshment houses of any kind. 'Young person' means a person under the age of eighteen years." Section 10 provides that nothing in the Act shall apply to "any person wholly employed as a domestic servant" The hotel was licensed to be kept as an inn for the sale of intoxicating liquors under 9 Geo. 4, c. 61, and the Acts amending the same. Intoxicating liquors were supplied to the public in the hotel, and in the restaurant, grill, and dining rooms, whether they were guests staying in the hotel or not. There was no bar or counter for the sale of intoxicating liquors. Knight was fifteen years of age, and was employed at the hotel as a page boy for eighty-nine hours a week. He slept in the hotel. He assisted in dusting the reception rooms in the early morning, but was principally employed as a messenger, taking up messages and sending off telegrams and messages for persons staying at or using the hotel and restaurant. It was contended on behalf of the appellants that the hotel was not a public-house or refreshment house, which expressions it was said applied only to ordinary public-houses where liquors were sold at a bar and to refreshment houses licensed for the sale of wine and beer under 23 Vict. c. 27. It was also contended that Knight was wholly employed in domestic service, and was outside the operation of the Act. The magistrate held that the hotel was a public-house within the definition of the word "shop" in the Act, and that Knight was not wholly employed as a domestic servant, and he convicted the appellant.

THE COURT (CHANNELL and BUCKNILL, JJ.) dismissed the appeal.

CHANNELL, J., said that the first of the questions involved in the case was not free from doubt, but, on the whole, he was of opinion that the appeal should be dismissed. The object of the Act was to restrict the employment of persons under a certain age for too long hours. This had already been done in regard to factories, and the Legislature intended by this Act to extend the same provisions to other businesses. In the body of the Act the word "shop" was used, and in the definition clause "shop" was defined to mean certain things and to include others. The meaning of that was that the Legislature desired to include things which, though within the mischief aimed at by the Act, were not in the ordinary sense shops. The things added to the meaning of "shop" were "licensed public-houses and refreshment houses of any kind." It was true that this hotel was not an ordinary public-house, but it was covered by the words "of any kind," and the employment of young persons in a grand hotel like this was just as much within the mischief aimed at by the Act as that in an inferior public-house. The court would not disturb the magistrate's finding of fact—that the boy was not wholly employed as a domestic servant.

BUCKNILL, J., concurred. Appeal dismissed.—COUNSEL, *Avory*; *Daldy.* SOLICITORS, *Fladgate & Co.*; *Blaxland.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

FELTON AND ANOTHER *v.* **BOWER & CO.** Div. Court. 29th Jan.

CITY OF LONDON COURT—JURISDICTION—SUMMONS—CAUSE OF ACTION WHOLLY OR IN PART WITHIN THE CITY—LEAVE OF JUDGE OR REGISTRAR—LONDON (CITY) SMALL DEBTS EXTENSION ACT, 1852 (15 & 16 VICT. c. LXVII.), s. 39—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 74.

This was a summons for a writ of prohibition, which was adjourned from judges' chambers. The case raised an important question with regard to the jurisdiction of the City of London Court, the question being whether an action, the cause of which arose wholly or in part within the City of London, could be commenced without the leave of the judge or registrar. The action was brought to recover £1 6s., the balance of the price of goods ordered at 23, Billiter-street, within the City of London. The summons was issued without the leave of the judge or registrar, and no copy of affidavit was attached to the summons pursuant to the County Court Rules, ord. 7, r. 3*a*. The defendants contended at the trial of the action that, leave to issue the summons not having been granted pursuant to section 74 of the County Courts Act, 1888, the court had no jurisdiction to try the action. The court overruled the objection and judgment was given for the plaintiff, whereupon the defendants applied in chambers for a writ of prohibition to prohibit the City of London Court and the plaintiffs from further proceedings in the action. Section 39 of the London (City) Small Debts Extension Act, 1852, provides that "the summons in an any action commenced in the City of London Court may issue provided the defendant or one of the defendants shall dwell or carry on business or have employment within the City of London or the Liberties thereof at the time of the action brought, or provided the defendant or defendants shall have had employment therein at some time within six months next before the time of the action brought, or if the cause of action either wholly or in part arises therein." Section 185 of the County Courts Act, 1888, provides that "the rules and orders in force for the time being for regulating the practice of and costs in the county courts and forms of proceeding therein, shall be in force in the said City of London Court, to the exclusion of any other rules and orders . . . provided that nothing in this Act shall take away, lessen, or diminish any of the powers, rights, or privileges of the judge of the said court . . . or to the fees taken therein, as such powers or authority heretofore existed." Section 74 of the same Act indicates the courts in which actions may be brought, and provides *inter alia* that every action may "by leave of the judge or registrar" be brought in the court in the district of which the cause of action or claim wholly or in part arose. It was contended on behalf of the defendants that the effect of sections 185 and 74 of the County Courts Act, 1888, was that no summons could be issued in the City of London Court in cases where the jurisdiction was based on the fact that the cause of action arose wholly or in part within the City of London, without the leave of the judge or registrar, and without the formalities prescribed by the County Court Rules, ord. 5, r. 9*a*, and ord. 7, r. 3*a*. The plaintiffs relied on *Kutner* v. *Phillips* (1891, 2 Q. B. 267).

THE COURT (CHANNELL and BUCKNILL, JJ.) refused the prohibition.

CHANNELL, J., said that he did not think that *Kutner* v *Phillips* was an authority in the present case, and he did not consider himself bound by it. Nevertheless he had come to the same conclusion as the judges in that case. The London (City) Small Debts Extension Act, 1852, dealt specially with the City of London Court, conferring upon it certain jurisdiction. The rule was that general legislation did not overrule special legislation, unless it was quite clear that it was intended to do so. There was not enough in the General Act of 1888 to shew that it was intended that, in the City of London Court, summonses in cases in which the cause of action arose wholly or in part within the City might not issue without the leave of the judge or registrar. It followed that the City of London Court might still issue such summonses without such leave

BUCKNILL, J., concurred.—COUNSEL, *Bonsey*; *Danckwerts*, Q.C., and *H. Niebel.* SOLICITORS, *Prebble & Hall*; *H. H. Crawford.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

STEAD *v.* **TILLOTSON AND ANOTHER.** Div. Court, 30th Jan.

SALMON FISHERY ACTS—UNLAWFUL TAKING—TROUT, APPARENTLY POISONED BUT STILL ALIVE, TAKEN FROM RIVER BY THE HAND—SALMON FISHERY ACT, 1873 (36 & 37 VICT. c. 71) s. 22—FRESHWATER FISHERIES ACT, 1878 (41 & 42 VICT. c. 39), s. 7.

Appeal by case stated on behalf of the Yorkshire Fishery Board against a decision of the justices for the West Riding of Yorkshire, who had dismissed an information preferred by the appellants' chief water bailiff against John Tillotson and Jonas Tillotson for illegally taking trout, contrary to section 22 of the Salmon Fishery Act, 1873, as

extended to trout and char by section 7 of the Freshwater Fisheries Act, 1878. The respondents were charged with taking twenty trout by means other than a properly licensed instrument, to wit, by taking the same with their hands from a tributary of the River Aire. When the fish were taken out of the water by the respondents they had apparently been poisoned, and although still alive, were in a dying condition. They subsequently sold some of the fish, which were found to be unfit for food. There was not sufficient evidence to prove how the fish had become in a dying condition, or that apart from taking the fish with their hands, the respondents had in any way been concerned in killing them. The justices held that there was no offence under the circumstances in taking the fish out of the water with the hands, inasmuch as there was no evidence that the respondents had poisoned them, and they accordingly dismissed the summons. For the appellants counsel urged an offence had been committed. If the Act were not strictly enforced persons who took live fish with their hands out of the river which had been previously poisoned by other persons with whom they were in collusion, could not be proceeded against. [BUCKNILL, J.—Would you say that if you hooked a salmon a mile up stream, and it got away in an injured condition and drifted down to where I was fishing, and I took it out with my hand when it was dying, I should be guilty of an offence? Counsel: Certainly; but the justices would have discretion to say that the offence was a trivial one. He cited *Gazard* v. *Cooke* (55 J. P. 102).] For the respondents it was contended that no offence had been committed against the meaning of the Act, which was passed to increase the number of salmon, and the removal of dying fish from a stream would be beneficial to the fish left in the water.

THE COURT (CHANNELL and BUCKNILL, JJ.) allowed the appeal. If the magistrates found that a person taking such fish had nothing to do with poisoning the fish, they might under the Summary Jurisdiction Act treat the offence as a merely technical one, and impose no penalty. The case would accordingly be remitted to the magistrates, with an intimation that the court was of opinion that the taking of dying fish by hand from the river was an offence within the Act. There would be no order as to costs, since the appellants did not ask for costs against the respondents. Case accordingly remitted. — COUNSEL, *H. T. Waddy; Walter Stewart.* SOLICITORS, *Richard Smith & Sons*, for *Charlesworths & Wilson*, Skipton; *Turner, Smith, & Crowle*, for *W. Thompson*, Skipton.

[Reported by ERSKINE REID, Barrister-at-Law.]

LLANDUDNO URBAN DISTRICT COUNCIL *v.* **HUGHES.** Div. Court. 30th Jan.

MARKETS AND FAIRS CLAUSES ACT—PENALTY FOR SELLING FROM A BARROW IN THE STREET GOODS ON WHICH A MARKET TOLL IS LEVIABLE—LICENSED HAWKER—EXCEPTION—MARKETS AND FAIRS CLAUSES ACT, 1847 (10 & 11 VICT. C. 14), S. 13—HAWKERS ACT, 1888 (51 & 52 VICT. C. 33), S. 3, SUB-SECTION 3.

Appeal by case stated from justices of Carnarvon. The appellants laid an information against the respondent charging him with unlawfully exposing for sale in a street within their district potatoes, in respect of which tolls were authorized to be taken in the public market, contrary to section 13 of the Markets and Fairs Clauses Act, 1847. That section enacts that "every person other than a licensed hawker" is liable to a penalty for selling, within the limits prescribed by the special Act authorizing a market, except in his own dwelling-place or shop, articles in respect of which tolls were authorized to be taken in such market. The respondent had for many years followed the trade of selling and hawking potatoes, vegetables, and fruit without having a hawker's licence as he was permitted to do by section 3, sub-section (3), of the Hawkers Act, 1888. In consequence of a notice published by the appellants on the 14th of July, 1899, and before the date of the alleged offence, he took out a hawker's licence. The justices held that the respondent was within the exemption given to licensed hawkers in section 13, and dismissed the information.

THE COURT (CHANNELL and BUCKNILL, JJ.) dismissed the appeal, being of opinion that the respondent by taking out a hawker's licence had brought himself within the exemption provided in section 13 of the Markets and Fairs Clauses Act, 1847, to hawkers.—COUNSEL, *E. H. Lloyd; A. E. Griffith* SOLICITORS, *Belfrage & Co.*, for *Chamberlain & Johnson*, Llandudno; *Ponsonby, Hughes, & Co.*, for *A. J. Corbett*, Llandudno.

[Reported by ERSKINE REID, Barrister-at-Law.]

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Tuesday, the 23rd day of January, 1900.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice NORTH (1899—O.—No. 1,538).

In the Matter of Orford Smith (Limited) The Illustrated London News (Limited) v Orford Smith (Limited).

HALSBURY, C.

The judicial business of the House of Lords will be resumed on the 8th inst. The list, says the *Times*, consists of 26 cases, of which 20 are English, one is Irish, and five are Scotch appeals.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

SPECIAL GENERAL MEETING.

A special general meeting of the Incorporated Law Society was held on Friday, the 26th ult., at the Society's Hall, Chancery-lane, the President, Mr. HY. MANISTY (London), taking the chair. There was a large attendance of the members, amongst whom were the Vice-President (Mr. R. Ellett, Cirencester), Mr. H. Attlee, Mr. C. M. Barker, Mr. J. S. Beale, Mr. E. K. Blyth, Mr. E. J. Bristow, Mr. R. Cunliffe, Mr. G. E. Frere, Mr. W. D. Freshfield, Mr. John Hunter, Mr. H. J. Johnson, Mr. Grinham Keen, Mr. T. Rawle, Sir A. K. Rollit, M.P., Mr. C. Stewart, Mr. W. Melmoth Walters, Mr. W. Williams, and Mr. P. Witham, members of the Council, and representatives of several provincial law societies, among others, Bath, Chester, Leeds, Wakefield, and Wolverhampton.

THE DISCIPLINE COMMITTEE.

The PRESIDENT said that before coming to the business upon the agenda he should like to refer to letters which had appeared in the newspapers, and which had been written by a member of the society, commenting upon the action of the Discipline Committee and upon the conduct of the Council. It seemed to him that this was the fitting place, and the only fitting place, to mention the subject, when the members were together in general meeting. The gentleman in question had charged the committee with acting with undue leniency, to the detriment of the profession. The first thing they had thoroughly to understand was what was the Discipline Committee. It was a committee appointed under the Solicitors Act, 1888, and composed of members of the Council appointed by the Master of the Rolls. It took the place of the masters, who acted prior to the Act being passed. Before the Act, when a complaint was brought against a solicitor, the complainant made an affidavit stating all the circumstances of the case; the matter came on in court, the solicitor was ordered to answer the affidavit, which he did, of course at great length, and going into all the circumstances of his defence, and then the matter again came on and it was referred to the master to hold an inquiry. The inquiry that was previously held by the master was now held by the Discipline Committee. The court had not parted with the supervision which they had over solicitors when the Act was passed. They retained, not only generally, but by the words of the Act, the same powers over all solicitors that they had before, and, moreover, the Act distinctly pointed out that any person dissatisfied with the action of the committee could apply to the court. The circumstances were well stated by Mr. Baron Pollock in a case which came before the court in 1895, when he said the old jurisdiction was of a *quasi*-domestic character. "It was the jurisdiction whereby the court could maintain its rights over the duties and deficiencies of its own officers," and it was a mere matter of convenience that by the Act the committee was substituted for the masters. The same Act provided that any person, notwithstanding anything that was done by the committee, might still go to the court, and this was further dealt with by section 19 of the Act. Therefore, if anyone was dissatisfied with the action of the committee that was the way he should shew he was dissatisfied. The applications made to the committee were very numerous. They had, since the Act was passed, exceeded considerably 1,000 in number. It would be readily understood that even if it were proper, which it would not be because the members of the Council, appointed as they were, were in the place of the masters, and not only as solicitors, but because they were in the place of the masters they were officers of the court, it would not be right for them to reply in the newspapers to anything that might be said there with regard to them. If a person rushed into print or in any other outside way challenged the action of the committee it would be impossible for the committee to answer him in the same manner. His proper action was to go to the court. He (the President) wished to impress this very distinctly upon the meeting, because it had been said that the tribunal, if it might so be called, was a secret tribunal and that, therefore, its action was not before the court. He wished to point out that there was nothing taken away by the Act. It was only, as Baron Pollock had said, for matter of convenience that the inquiry was held by members of the profession, members of the Council appointed by the Master of the Rolls, instead of the masters appointed by the court. The two cases to which the member who had written to the newspapers had referred, and in which he considered the committee had acted with improper leniency, fully exemplified the impossibility of getting into any controversy in the newspapers. They were cases which demonstrated particularly how improper it would be for the committee to attempt any such thing. After having professed that he did not complain of any action of the committee that come before the court, but of the proceedings of the committee that did not come before the court, the writer of the letters had instanced two cases which he said were quite enough to condemn that secret tribunal. He (the President) had looked very carefully into those two cases. He was not a member of the committee when either of them were heard, but they demonstrated so fully the impossibility of a gentleman from his recollection alone stating a case in the newspapers, and the impossibility of its being properly answered there, that he would venture to give a short outline of them. One was the case in which the writer of the letters said a butler had invested his savings in a house, and not having enough money to pay for it, he had mortgaged it to, as it happened, the brother of a solicitor for £150. £50 was paid to the solicitor on account on the mortgage, but the solicitor afterwards transferred the mortgage for the whole £150, and the butler was met by a claim from the transferee for the whole £150. No doubt it was a case of misappropriation of £50. The case came before the committee. The writer of the letters said that the committee again and again

adjourned the case to allow the solicitor to repay the money. For the sake of the butler he (the writer of the letters) would have been glad if the money had been repaid. But he said that had he then been upon the committee he should certainly not have allowed the case to stand over indefinitely as it did. So far the writer of the letters. This was one of the two cases cited as cases which did not come before the court and which sufficiently condemned the secret tribunal, so called. They would be surprised to hear that the £50 was paid after the proceedings had been taken before the committee, but that, notwithstanding that, the committee came to the conclusion that this did not exonerate the solicitor who had misappropriated the money, and they found him guilty of professional misconduct within the meaning of the Act and they presented him to the court. The case was brought before the court on motion to either remove the solicitor from the rolls or to suspend him, by counsel instructed for the society. Counsel appeared for the solicitor and stated some circumstances which had not been before the committee, and the court, the Divisional Court of the Queen's Bench, delivered judgment. The senior judge, in discharging the motion which had been brought before it by the society, said that "if certain circumstances which had come out in court had been before the committee they would have been calculated to influence the committee, because, as Mr. Hollams (Mr. Hollams was the counsel for the society) says, naturally enough the fact of the total absence of attempt at restitution was calculated to produce a very unfavourable impression. What Mr. Walter has told us (Mr. Walter was the counsel appearing for the solicitor) certainly explained this away, and I trust it will not be thought that in differing from the committee one has done anything which in this particular instance and under very peculiar circumstances could possibly lessen the authority of the most careful body who give such valuable assistance to the court. I think this motion must be dismissed. I think the respondent has brought this upon himself by want of adequate care, and therefore I think this should be dismissed without costs." He (the President) thought that was a very strong example of how a case might be forgotten, because that was one of the instances which the writer of the letters had brought forward as a case which had not come before the court. In the other case, the writer of the letters to the papers wrote, "I brought before the Discipline Committee the case of a solicitor who without authority had written his client's name on the back of a cheque for the purpose of gaining an advantage to himself. The solicitor was merely censured and ordered to pay the costs of the inquiry." That sounded in itself very bad, and everybody reading the letter would imagine that something very like forgery had been committed. But the case when examined shewed that the solicitor had done considerable work for the client, and the client owed him a considerable sum for costs. The sum had been recovered by the solicitor and had been credited in his books against the costs. The client called upon the solicitor and pleading poverty begged that a large portion of the money should be paid to him. The solicitor did pay a large sum to him and it was agreed between them that no question should be raised when the next money should be recovered, and a certain claim he had against a company was mentioned as the source. The claim against the company was made, and £25 was paid by the company. Immediately it was received the solicitor wrote to the client informing him thereof, and that it had been credited against costs, but, as it appeared afterwards, the £25 had been paid by a cheque payable to the client. The solicitor indorsed the cheque, writing the client's name and putting under it "per" and signing his own name. The question before the committee was whether or not he had authority to indorse the cheque. They were strongly of opinion that no solicitor ought to indorse a cheque made out to the order of a client, except with the written authority of that client. But the solicitor swore that when he indorsed the cheque he thought, in consequence of the circumstances which had taken place, that he had full authority to do so, and he also said he fully believed that he would, if no question had arisen, have certainly written to the client to come and indorse the cheque, and he believed the client would have done it without difficulty. The committee was strongly of opinion that he had no authority to indorse the cheque without the written consent of the client. The solicitor acquiesced in the view and gave a written promise that he would not in future indorse any cheque without a written authority and paid the costs which had been incurred. The committee came to the conclusion that there was no case which they could present to the court for his suspension or striking off the rolls. The writer of the letters in another letter mentioned a case in regard to which, in view of subsequent events, he (the President) might give the name. It was Mr. Beall's case. It had occupied the committee for no less than sixteen days, with two counsel on each side. It was a most complicated case and the committee had come to the conclusion that they could not convict. It must be remembered that these cases were *quasi*-criminal cases. The matter complained of must be brought home to the respondent as fully as would be sufficient to convict him in a criminal court. It was mentioned in the letter that the assistant receiver had questioned Mr. Beall as to why his discharge had in bankruptcy been refused, and he had replied that it was refused on the ground of fraud. "The question went before the court, and I was acquitted of the charge." The gentleman who wrote to the papers said this was a striking example of the way the business was done. He (the President) would not trouble the meeting with the voluminous facts in that case, but quoted what the Master of the Rolls said about that statement, which had been made in his court by Mr. Beall after he had been acquitted. Lord Esher said as follows: "It is said that the finding of the Law Society is a finding that this solicitor has not been guilty of fraud, which the learned registrar has found he was guilty of. In my opinion, looking at the very carefully drawn report of the Law Society, they had not found him 'not guilty.' They have only said that, as regards the inquiry conducted before them, and upon the evidence before them, they could not say he was guilty. That, in my opinion, is not such a finding as relieves him from the very serious charges which were made against him, under which he apparently succumbed, and was found guilty of by the registrar, and no sufficient reason has been given why he has allowed that finding of fraud to stand against him for more than a year without appealing. We think we ought not to interfere."

The Proposed Land Registry Office.

The following notice stood upon the paper of business: "Mr. J. S. Rubinstein will move: *Re* Proposed Land Registry Office. 1. That this meeting desires to place on record its conviction that the Bill to be introduced next Session for the purpose of purchasing valuable London property for the erection of a permanent Land Registry Office directly violates the spirit of the arrangement made, that compulsory registration of title under the Land Transfer Act, 1897, should first be tried as an experiment in one county for a period of three years, the system having only come into operation in part of the County of London on the 1st of January, 1899, and not applying to the whole until the 1st of May, 1901. 2. That this meeting, being convinced that the yoke of officialdom imposed by the Act of 1897 has largely increased, and will continue to increase the difficulty, expense, and delay of dealing with property in the districts where the Act applies, and that the Act will prove a fruitful source of litigation, and that no justification whatever exists for imposing on the public the expense of erecting a costly Land Registry Office, strongly recommends the Council to use every legitimate means in its power to oppose the passing of the Bill to be introduced next Session by the Land Office, in its anxiety to build before the experimental period of three years has expired, in order to prevent so far as it can the public and property owners realizing how heavy and useless is the burden they are being called upon to bear."

The President said that before the motions were proceeded with he ought perhaps to mention that the Council had heard from the Derby Law Society, the Buxton Law Society, the Goole Law Society, the Leeds Law Society, the Chester Law Society, and the Wolverhampton Law Society, to the effect that they all agreed in Mr. Rubinstein's proposals.

Mr. Rubinstein (London) said he might add that the Bury District, the Goole and District, the Wakefield, and the Newcastle Law Societies had written him to the same effect. The Newcastle society approved of the spirit of his resolutions, but they thought that nothing could be done until the Bill was introduced. He then moved the first resolution, which, he observed, confined itself strictly to expressing the conviction of the meeting that there had been a breach of the arrangement which was come to when the Act was allowed to pass through the House of Commons. He did not propose for one moment to speak about the merits of the Act, because he thought that formed properly the consideration which should influence them when they came to deal with the second resolution. He did not think it was necessary to go into the history of registration of title beyond reminding them that no doubt it was a feeling which was entertained generally by both sides of the House, especially by persons who knew nothing at all on the subject, that registration of title was desirable. And in the Bill of 1895, introduced by the then Lord Chancellor, provision was made to make that system compulsory all over the kingdom. But it raised so much opposition from people with some practical knowledge of the subject that the Bill did not pass, and it was re-introduced, in a sense, in 1897. But in the meantime steps had been taken to meet the opposition which had been raised with regard to the 1895 measure. One of the main objections, of course, was that the system as proposed to be introduced by the Bill was an unworkable one, and consequently it should not be allowed to pass. The advocates of the measure, of course, contended that the suggestions were quite a fallacy, with the result that a compromise was arrived at that the Bill should be allowed to pass, subject to its being limited to one county or part of a county and a period of three years, and that during that experimental period of three years there should be no power to enlarge its operations. He would read them what, perhaps, was the best evidence that that three years' period was in the minds of everybody as the limit during which the Act should be tried as an experiment, to prove what the Government were desirous of doing apparently is a violation of the arrangement. The Attorney-General, who had charge of the Bill in the House of Commons, in the course of his speech, said: "The reason why the administrative County of London had been selected for carrying out the experiment proposed to be tried was because there was already existing in it a registry office under the management of officers of great experience, who were well acquainted with the work, because the County of London was the area in which the best experience could be gained with the least friction." The Attorney-General spoke of it as an experiment, and suggested that the County of London should be first selected for the work. There were other gentlemen who took part in that debate who took that view. Sir H. Fowler said there was to be an experiment tried in one county for three years. Mr. Haldane, who also supported the measure, said that what they wanted to get was a thoroughly adequate test of the efficiency of the system. There was another gentleman who was almost an official exponent of the measure, Mr. B. G. Lake, a member of the Council, whom he was sorry not to see present. As far as he understood Mr. Lake's position, he represented the society in connection with this proposed compromise, and it was largely through his personal exertions that the compromise was eventually carried through. Mr. Lake read a paper at the provincial meeting at Sheffield shortly after the measure had passed, and in that paper he said that "a Bill was framed which conceded almost every objection which the various law societies had urged and proposed so to limit the compulsion which the Government deemed an essential part of the scheme as to make it an experiment by the results of which the new system would stand or fall." That was a very explicit statement by Mr. Lake, who, he might also remind the meeting, was a

member of the committee which framed the rules under the Land Transfer Act. And the committee stated through him that they were simply an experiment. He again referred to Mr. Lake because he met him in public discussion at a meeting of the Law Students' Society when they were both invited to attend, and in reply to some arguments that he used Mr. Lake said that what had to be done by those who had anything to do with the Bill was to take care that there should be a *bonâ fide* experiment, that its period should be limited, and that there should be a sufficient time given to shew whether when brought into practical working it was a success. All that, Mr. Lake said, had been done by the Bill. The district was limited and the time was limited. No further order could be made for three years, giving a very sufficient time for seeing how the system worked and whether the difficulties and delays really would take place or not. Mr. Lake also asked that this system, about which there was such a diversity of opinion, should be allowed to have a fair and impartial and proper trial. They had come to the parting of the ways; it had come to be absolutely essential to have some sort of an experiment. He had quoted this paper as representing the official view, a view which was put forward as the ground upon which this Act should be accepted. But to make the matter complete he (Mr. Rubinstein) would refer to the view the *Times* took of it as shewing the view entertained by the public, because, as they knew, in these matters the *Times* was certainly frequently inspired and represented to a certain extent the official views in the matter. In a leading article dated the 5th of June, 1897, the *Times* said, after referring to the fact that the 1895 Bill was dropped: "One important change is a clear statement of the tentative character of the measure. The associated provincial societies resolved to oppose the provisions as to compulsory registration unless it was made apparent that the Bill was in the nature of an experiment, that the area to which compulsion should apply was limited, and that a period sufficient to enable one to judge of the working and merits of the measure should be allowed to elapse before the area is extended. The new Bill substantially conforms to these conditions. If the Government measure passes we shall watch an interesting experiment. If the experiment fails few are so enamoured of the principle of registration of title as to refuse to retrace their steps, which the provision as to removing land from the registry will facilitate." Again, in another leading article of the 13th of December, 1897, the *Times* said: "An experiment such as will satisfy friends and foes of the measure can be made only in a county where titles are intricate, and where the volume of transactions is large, and where the system can be fully tested as to dispatch and convenience, and compared with the present methods of conveyancing. For thirty years there has been theoretical discussion: suppose we have two or three years of actual trial." Again, in a leading article on the 16th of February, 1898, the *Times* said: "It has been officially explained that even in London the Act will only be brought in gradually. If, after a fair trial, it is proved that it does not work satisfactorily, that it impedes freedom of transactions, and tends to increase rather than to diminish legal expenses, there will be no difficulty in reverting to the present state of things." He thought the extracts he had quoted from the speeches by prominent men in charge of the measure and those who agreed to the Act being passed, giving their reasons, and the expressions of opinion in the leading articles of the *Times* proved conclusively that the measure was intended to be tentative and as an experiment. He ventured to suggest that if that was admitted then the Bill of which notice had been given to purchase very valuable property adjoining the existing transfer office was a violation in spirit of the provisions of the Act. They knew that the particular property which would be affected by the Bill was of a very valuable character. There were very large trade interests to be bought out, and the only conclusion that any reasonable being could draw from the little that was known of the matter was that they intended to spend a very large sum of money in acquiring this property, and, of course, with the ultimate intention of building on it a very large registry office. And it was quite clear that, once buildings had been erected at a very large expenditure of money, the thing would no longer be an experiment. He did not know whether the volume of business in the present office made any great claim upon the present space; but surely before going to this heavy expense it would be possible to make some arrangement which would obviate the necessity for a time of enlargement. He might suggest that they should make the office hours the usual ones in the offices of solicitors—say, 10 to 6. He did not know why Government officials should expect to work five hours whilst others were expected to work eight. Another method might be adopted. They might take rooms in the neighbourhood, just as the county council had done, who had a large number of offices outside the building in Spring-gardens. He was not dealing with the merits of the measure; he would have a few words to say with regard to that when he came to the second resolution. But he thought the meeting might very safely accept the first resolution, and express their conviction that the proposal to spend this large sum of money for a useless and needless office was a direct violation of the principles of the measure.

Mr. C. WIGAN (London), as one of the victims who would be turned out if the scheme were put into practice, said he was very happy to second the motion.

Mr. J. B. SORRELL, jun. (London), observed that the resolution seemed to shew that there had been a breach of faith on the part of somebody. He should like to know who was bringing in the present Bill.

The PRESIDENT: I cannot tell you. Perhaps Mr. Rubinstein can do so.

Mr. RUBINSTEIN said it was a Government measure, and was being brought in by the Board of Works, he believed. He had a copy of the statutory advertisement, which had appeared in the *Times* and also in the *London Gazette*. The notice concluded with the words, "By order of the Commissioners of Her Majesty's Works and Public Buildings."

Mr. SORRELL hoped the question would not be shelved, but thoroughly discussed by the meeting, which was more largely attended than was usually the case. If he were asked to guess who was the gentleman who was responsible for the measure he should answer, Mr. Brickdale; and he thought that gentleman's doings should be criticized a little more boldly. It was the duty of the society to take the question in hand very boldly.

Mr. WOOD referred to the manner in which the whole of the legislation with regard to compulsory registration had proceeded from its commencement in 1875. As a body which had some influence in the country they should unite together to put down the abominable increase of officialism. If the Government were allowed to build these offices they could not hark back again if in the result registration turned out to be a total failure.

Mr. A. T. PERKINS (Leeds) said he had the pleasure, with Mr. Dalton, of representing the Leeds Law Society, and he had with him the resolution passed by that society with regard to the matter. The resolution was to the effect that it was the opinion of his society that until the expiration of the experimental period no further steps should be taken, least of all the incurring of such great expense as was involved in the acquisition of a site for the erection of an office. A similar resolution had also been passed by the Goole and District Law Society and by the Dewsbury Law Society, and the Leeds Society had been specially requested to represent the views of those societies at this meeting. It would be seen that the resolution of the Leeds Law Society was not in the same terms as that of Mr. Rubinstein, but he was authorized to give a general support to Mr. Rubinstein's first resolution, and although he might not agree with every word included in it, he would be able honestly and fairly to say that the law societies in his part of the West Riding considered that the action taken by the Government was an improper one. Their view was that the Land Transfer Act had not had a fair trial, that land transfer could not have a fair trial for two or three years to come, and that until it had had a fair trial it was an act almost of folly to spend a large amount of money in putting up a palatial building to form the home for a large body of officials who would take care that there was work for them in the future, whether that work were taken from solicitors and whether their pockets or the pockets of the public suffered from it. He wanted to know what had been the definite pecuniary results of the Act. They did not know the definite profit and loss results of the Land Transfer Act up to the present time. They did not know what the results had been with regard to the conveyancing costs falling on the clients. There had not elapsed sufficient time. They did not know what the result might be of the delays in the registry office upon their clients' property and upon the real estate market generally. And he submitted that until they had some further definite information on these points no irretrievable step should be taken which would commit the country or even London to the permanent adoption of registration. The Act required that only one order should be made in the space of three years. That was clearly equivalent to providing that there should be an experiment. The first order was made towards the end of 1897, and the operation of that order was suspended from time to time. Therefore, up till now, there had only been just one year's operation of the Act. And when the system had been working only about ten months the Government had begun by Parliamentary notices to take steps to provide for the erection of a building as the permanent home of registration. He hoped the meeting would hear something from the Council as to the practical steps which would be taken to prevent it. He could quite see that it might be objected that the society had no *locus standi* to petition against the Bill. He hoped they would be instructed by the Council about that. But even then he submitted that it was the duty of every solicitor to see that the question was raised at every step of the Bill in its passage through the House of Commons, and that every solicitor would use his utmost endeavours to bring the matter before his own Member of Parliament, so that no accusation of ignorance or of apathy might be brought against the society when the country found what a burden it had incurred. In the provinces, when they urged solicitors to join the society, they were met with the question as to what the society in London did for the provincial members. He was bound to say that one was not always able to give a very full and satisfactory reply. But he did not think that in this case there could be any question between London and the provinces. The interests of the whole society were the same. He believed with regard to solicitors in the West Riding of Yorkshire, that although they knew that in the first instance this was a matter which affected London solicitors, they were prepared to back them up to the utmost of their power. If steps were taken to oppose this proposition it would be found that provincial solicitors all over the kingdom would support them. He hoped that in return when the attack was made upon them they would receive the same support from the society in London.

Mr. E. C. T. J. PETGRAVE (Bath), as representing the Bath Law Society, cordially supported the resolution, but he thought that even Mr. Rubinstein would admit that if the present state of business in the Land Registry required the permanent addition contemplated by the Bill, the Government would be perfectly justified in acquiring a site for the purpose. Therefore he thought that before the Government took any steps with reference to the matter it was their duty to shew that the present Land Registry was not sufficient for the purpose. At the same time he thought that it might be of advantage that something should be added to the resolution to the effect that "having regard to the present and prospective requirements of the Land Registry Office this meeting is of opinion that the Government are premature." He thought the society would have a very strong case. And it was the duty of those who were making out a case against the promotion of the Bill to shew that the present Land Registry was amply sufficient for the requirements of the office. Of course they knew very well how these things were carried out, how an outlay was made, and when it turned out unsatisfactory they were told "We have

bought this and must turn it to the purpose intended." In the present state of the business of the Land Registry Office, and in view of the probable future requirements of that office, there was no need for the purchase of a site and no object in promoting the Bill.

Mr. A. D. SMITH (Wakefield), as representing the Wakefield Incorporated Law Society, said that, as the treasurer of the society, he had had increasing difficulty in getting the outside solicitors to remain members of the society, and some of them after expressing their opinion that neither the society in London nor his society were any use to them, were resigning. But the fact was that they must have a very considerable influence brought to bear upon the London opinion to recognize them as having some voice in a matter of this kind, and he had come there very anxious to hear what the Council had to say upon the resolution. He did not say he agreed with the entire phraseology of it, but he could say, as living in a registry district, that it was the beginning of the end in various ways, and it would certainly do them a great deal of harm if they had it in Yorkshire. He hoped to take back some satisfactory report; and in his district they could organize such an opposition to the scheme as might effectually put a stop to it. Everybody should do the best they could through the medium of Members of Parliament.

The PRESIDENT: I do not know when I have been in this hall and have heard so much encouragement to this Council as has been given by what has been said to-day. We here in London, the Council by themselves, cannot carry any great weight or authority unless when we speak it is known that we speak with the united voice of the profession. If we have from all the large towns, and from all the provincial districts of England, the representatives of those societies that exist there coming and backing us, we are a most powerful body. I think in my address at Dover, which some of you may have seen, I pointed out how important it is that a large body of men like ourselves, seldom meeting together, should be able with united voice to protect our rights and interests. That we can only do if we are backed by the provincial law societies. And when it is remarked that members do not join readily, let it be remembered that, for the small subscription which is paid, if we can only say here that we represent the united solicitors of this country, we are an extremely powerful body. You could have done nothing better calculated to strengthen the hands of this Council in combating that which we have objected to over and over again, and as strongly as possible, that officialism which is not promoted from any necessity, but simply to remove from one body of men to a class of Government officials business which can be better done by that one class of men. You have backed us by your presence here to-day; back us further when the matter, or any other matter in which you are interested, comes before Parliament. Through all the country bring your influence to bear upon the gentlemen who represent you in Parliament with regard to these matters. If that is done by the body of solicitors throughout the country, we have there an enormous force which we can use when our cause is just. And I urge upon you to carry out that matter as fully as possible. When any matter is taken up by us, let it be worked by the provincial law societies and by the members individually, who all know their county and town members of Parliament, bringing it before them, making them understand it, and obtaining their support. If that is done, we shall have a very much greater influence than in the past. I need not say one word on behalf of the Council with regard to officialism. We have always objected to it, and always shall, and, backed by you, we hope to be successful in our opposition. We are hit harder at the present moment than any of you are with regard to the Land Transfer Act, and we certainly do not wish that any step should be taken that would cause it to be permanent, not because it might probably remove from us emolument we should otherwise receive, but because we believe that this Land Transfer Act is an Act which is injurious to every holder of land in this country. Every one of our clients will suffer.

A MEMBER: Why did not you oppose it originally?

The PRESIDENT: We did to the best of our power. We did oppose it, and if we had had further support we possibly could have opposed it more strongly. It is owing a great deal to the action of this society and others that it was confined to the small district it is. It is owing greatly to the action of this society that this discussion can be taking place to-day, and therefore, as I was saying, I need not utter one word from this side of the table as to our cordial approval of the general terms of this resolution.

The motion was carried unanimously.

Mr. RUBINSTEIN then moved the second resolution. He said he would now consider a little more closely the merits or demerits of this particular measure. As to the bane of officialism, he did not think there could be any difference of opinion. But he should like to quote from a leading article in the *Times* on the 19th of December, which put the matter very clearly. It said: "The strength of the staff of the office of a land registry is left to the Lord Chancellor, and there must, if the Act succeeds, be created a large body of officials. If the measure is successful in London the Act cannot fail to lead to the foundation of a little army of officials. The memorandum issued by the Land Registry reminds the public of the chief incidents of the present system. The opponents of the system obtained a compromise. The Act is not to come into operation throughout the country; certain areas have been selected for making experiments." Therefore there could be no question that if the Act did come into operation it would bring into existence a very large army of officials. But the crucial point was whether it was for the benefit of the public. He always contended that it was a most profitable Act for solicitors. Looking at it from the solicitors' point of view they ought not to say a word, but should allow the Act to come into operation everywhere because it largely increased the amount of their emoluments. There was no question with regard to its increasing the expense. He held in his hand two certificates, one obtained last month, the other this month. They were practical illustrations of his contention. The first was dated the 9th of December last and related to the purchase of a house for £482 10s. It was a freehold house in Hackney. Under the scale the costs would be, scale costs £7 10s., *ad valorem* duty £2 10s., and old registration fee 7s. 6d., making a total of £10 7s. 6d. Under the present Act, under which the conveyance had to take place, the solicitor was entitled to the same remuneration and an addition for registration at the Land Office, and the registration fee which was before 7s. 6d. was now £1 10s. The further solicitor's fee on the *ad valorem* principle was £2 12s. 6d. so that the costs of that one transaction amounted to £14 2s. 6d. as against £10 7s. 6d. under the old practice, so that the client paid £3 15s. additional. It might be suggested that now the client had something of immense value to him. But he had nothing of the sort. He had an absolutely useless document. Everybody knew the glorified certificate he got, like the certificate given at a high-class school or, as somebody had said, a certificate issued by *Tit-Bits*. But on the face of it it told one that the man who had it had a possessory title simply, and it gave him nothing the title did not give him. But its absolute uselessness was confessed by what was inserted in the schedule. He might mention that the conveyance itself dealt with the party walls in a particular way—it was a much shorter document in words—naturally a rather important question. They were anxious to get that fact mentioned on the certificate, but the officials did not see their way to do it, and he wanted to know what the client had obtained by paying that additional amount to get the certificate. In the other case the costs under the old system would be £17 7s. 6d. and under the registry they were £24 3s. 6d. a difference of £6 16s. It was the purchase of some ground-rents in Kensington, the consideration amounting to £840. He had tried to get a short schedule as to the underleases in the certificate, but again the officials did not understand what they were doing and the underleases were referred to as incumbrances and were so filed. So it was necessary to go to the registry to find out what that meant without having it in the one document. If that was an improvement upon the old practice it was a very extraordinary way of looking at it. A client asked him recently if he had increased his charges, and he replied that he had not, but that since the passing of the Act it was necessary to get the certificate, and the expenses allowed to the solicitor were so much, and there were the official fees. The client went away convinced that he had had the best of him. These were the annoyances the solicitor had to put up with in consequence of the Act. The layman did not understand these additional charges, but thought they were made for the profit of the solicitor. He did not think any solicitor would be justified in relying upon the official forms as the Act suggested. What solicitor would allow his client to lend his money on the official forms of a mortgage? It contained no provision for the protection of the mortgagee or for restricting the mortgagor from granting leases and other measures. It was necessary to continue the old practice of having mortgage deeds, and all the fees would have to be paid notwithstanding the registration. The Act would give rise to litigation. Here he was safe, because he could quote what the officials said. Mr. Brickdale had brought out a book on the Act of 600 pages. The *Times* in reviewing this asked, if the book ran to this length before a single decision on the Act had been made, what would be its size when there must be scores and scores of decisions? In the preface Mr. Brickdale himself foreshadowed a very fruitful harvest of litigation. He said: "It is obvious that so novel and elaborated a system of dealing with transfer of land cannot be brought into general use without raising many points upon the true meaning of the enactments under which the system is to be worked. Time and the severe discipline of experience can alone with any completeness disclose and bring to the test of judicial criticism the numerous difficulties that are likely to arise on the construction of such revolutionary enactments." He (Mr. Rubinstein) asked anyone who had occasion to refer to the Act to say in his own experience whether he had come across an Act so badly drafted and with such large possibility of litigation. He asserted that the Act was intended to be experimental, and under these conditions he thought that not only London, but the country solicitors, were justified in asking the Council to take every legitimate means in their power to prevent the passing of the Bill by which it was desired to make the system permanent.

Mr. T. DALTON (Leeds) wished to second the motion, but thought certain words should be left out. He did not like the expression "yoke of officialdom," nor the words at the end, but otherwise he should heartily support it. Mr. Rubinstein's remarks supported the views of the profession in Yorkshire. There was a registry in Yorkshire, a registry of deeds, and they felt that titles were protected, and that at all times they had the means of guarding themselves, and of finding out the history of a title if they so desired. Mr. Brickdale's book said that the certificate was not intended by the author of the Act to be a complete transaction, but that they must go to something else than the document itself. When the period of trial expired and it came to be considered whether the advantages of the land registry were greater than those of the old registry, there would not be found to be such a great advantage in the new system as was thought, and which would justify a perpetuation of it; there would not be the advantages attending the new system which the public anticipated. There would not be an advantage in the saving of expense or in the saving of time over the old system.

Mr. RUBINSTEIN declined to agree with the suggestion. The yoke of officialdom was a very strong experience.

Mr. W. MELMOTH WALTERS (London) said that if a resolution were passed containing words of that kind it might irritate the other side.

Mr. A. WHITEHOUSE (London) seconded the motion.

A MEMBER said Mr. Rubinstein had made it a strong point that they were taking a very virtuous course because the Act increased the solicitors' costs. He thought that was a dangerous ground to take, because the

eventual result would be to reduce the solicitors' costs when the land was actually on the register.

Mr. Rubinstein.—No.

The Member said the matter was one which was considerably felt by many, and he was sure they would be taking dangerous ground in following the lead of Mr. Rubinstein in that respect. He gave a case within his own experience of the difficulty of working under the Act.

Mr. T. R. Haslam (London) said he had had the unenviable privilege of having acted for the largest estate on the register for some years past; he referred to the Bush-hill Park Estate. He could only say the Act produced irritation in the mind of the client and the mind of the solicitor who had to do with it, which, coupled with the extraordinary expense which was inevitably involved with every case he had come across, was most unsatisfactory to the public. Only that day he had paid off a mortgage of £500 on the estate. The costs came to £5 5s. He then had to pay the costs of the registry, and there were his own costs to come in addition. If that mortgage, instead of being on the register, had been in the ordinary form of a deed, the receipt endorsed upon the back for £500 would have been sufficient, and if he had charged £1 1s. and the mortgagee £1 1s., that would have been sufficient. He supported the motion, and should regret any words should be introduced which would tend to show that the meeting had dealt with it in a mild manner. They wanted to show their backs were up.

Mr. Walters said that was all very well, but they had to do what was practicable. The society had done their best from first to last in opposing the Act, and they ultimately found that opposing meant that they must overrule the Government, the Opposition, and the great majority of the House of Commons, backed up with a very large body of public feeling. Under these circumstances the compromise was entered into and it was now alleged, and he believed truly, that it was about to be broken in upon by the erection of the buildings. But they had to be practical. If they failed to prevent the Bill having been passed, how far would they be able to prevent the erection of buildings? Buildings were necessary for that institution as for any other, and whether the institution was going to extend all over the country or not, it was a permanent institution and required a home. It was at present very insufficient in the eyes of the officials, and he told the meeting the crusade was doomed to failure. But the Council would do their best. The members wished it to proceed. The Council did not agree with the principle of registration, but if they had failed in resisting the principle they would not succeed in fighting the means by which it was to be carried out. If they could not stop the express train one way they would not do it by sprinkling dust upon the lines. Who were they to be guardians of the public purse? Suppose they were spending more money than was needed? Their care for the public purse was only shewn where their pockets were interested, would be the retort, and they would be told they must come down from their high perch of seeking the public benefit to the low one of 6s. 8d. for themselves. It would be said it was a simple matter of pounds, shillings, and pence. Therefore was it worth while to make any great effort as to a detail, when they were not successful upon the principle? He quite agreed with the first part of the motion, and would mitigate the second part by omitting the following words after "convinced that," "the yoke of officialdom imposed by the Act of 1897 has largely increased, and will continue to increase the difficulty, expense, and delay of dealing with property in the districts where the Act applies, and that the Act will prove a fruitful source of litigation, and that——." It was quite unnecessary, in order to carry their point, to insert any irritating expressions. They would absolutely destroy the chance of carrying it into effect, if they put in that which irritated the other side.

Mr. Rubinstein said he thought it desirable to place on record their view, rightly or wrongly, that the registry did increase the expense and delay, and he would prefer to take the view of the meeting on the motion as it stood.

Mr. Leslie Williams (London) said he entirely agreed with Mr. Rubinstein. When the Bill was introduced into the House he had interviewed such members of Parliament as he knew, and had tried to influence them. They had said, "You have to bow down to the voice of the almighty public. If they think it is cheaper, you will have to fall in with it."

Mr. J. S. Beale (London) said they were all absolutely unanimous in the belief that the Land Registry increased the expense. He only wanted the meeting to see how they could best strengthen the opposition to the proposition. He did not quite agree with Mr. Walters; he believed they had a very strong case indeed. They maintained the position that the Act of 1897 should be fairly carried out, and that the working of that Act should be judged by fair experiment, and that nothing should be done on the part of the Government to prejudice that experiment. The promoters of the Bill were not acting in good faith to the profession, and the whole of the British public in getting the thin end of the wedge of a permanent institution in. That was contained in the first motion, which had been carried. The second motion said practically that the working of the Land Registry was very bad, and that it put them under the hands of officialdom, and increased the expense to their clients. He was heartily with that belief, but was it the right time to say that when they were arguing in favour of the experiment? The members of the deputation of the Council would have a good argument in saying that the whole thing was in the nature of an experiment; but if they were to go condemning the Act, what chance would they have of success? The society had anticipated the result in one direction, and the lawyers in the House and the British public in another; and he believed the experiment was showing that the society were right. But he urged the meeting not to weaken the hands of their representatives in trying to maintain the fairness of the experiment by prejudicing the question, and leaving it open to be said that it was not a question of public advantage, but merely a professional question. He urged that the matter should be allowed to stand on the first resolution alone. The Council did not need a formal expression of opinion in order to do their best against the Bill if it was brought forward. Another reason against the motion was that the Bill had not yet been brought forward. They did not know what course would be taken. The proceeding upon these Government *quasi* private Bills was rather peculiar, and he urged on every ground that the meeting should be content with the discussion on the first resolution.

Mr. Rubinstein said he quite agreed with Mr. Beale's observations, and was prepared to modify the motion.

Mr. Calkin Lewis (London) said he disagreed with one of the arguments used by Mr. Walters. Let them take it for granted that the accommodation for the Land Registry was quite insufficient; but was there even then any reason why an enormous expense should be incurred for the erection of buildings which would only be required in the event of this temporary arrangement being made permanent?

Mr. Whitehouse, as the seconder of the motion, agreed with Mr. Rubinstein as to its amendment.

Mr. Rubinstein said the amended motion would read in this way: "That this meeting strongly urges the Council to use every legitimate means in its power to oppose the passing of the Bill," and it was then adopted.

UNITED LAW SOCIETY.

Jan. 29.—Mr. W. S. Sherrington in the chair.—Mr. J. B. Matthews moved: "That debentures to bearer issued by an English company are not negotiable instruments." Mr. W. J. Boycott opposed. The debate was continued by Messrs. Galbraith, Tebbutt, Kirby, Davey, Symonds, J. W. Weigall, and Richardson. The motion was lost.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were called to the bar on Tuesday:

Lincoln's-inn.—John A. Greene (certificate of honour, C.L.E., Hilary, 1900), New College, Oxford, B.A.; Manilal Jagjivan Mody, Trinity Hall, Cambridge, B.A.; Abdul Kadir Mahroof; Yeshwant Rao Raje Pandhre; Edward Ackroyd, Caius College, Cambridge, B.A., LL.B.; Herbert George Smith, University College, Oxford, B.A.; Arthur Malcolm Latter, Balliol College, Oxford, B.A.; Harold Claughton Scott, Caius College, Cambridge, B.A.; Rowland Williams, London University; Charles Alan Bennett; Chaturbhai Bhailalbhai Patel; and Francis Arthur Hazeland.

Inner Temple.—Henry Lee Ormiston, B.A., Oxford; William Edward Colston Baynes, B.A., LL.B., Cambridge; Richard Bassett Wilson, New College, Oxford; William Henry Allen, B.A., Cambridge; Percy Alexander Koppel, B.A., Oxford; James Boyd Miller, B.A., Oxford; Nathaniel George Blaker, B.A., Oxford; Lewis John Sturge, B.A., Oxford; Robert Brownell Drabble; John Kenneth Murray Ross; and John Davies Williams.

Middle Temple.—William Edward Ellis, of the Irish Bar, M.A., LL.D., University of Dublin; Syud Aminuddin Ahmud, Aaghur; Henri Eugène Omer Decugis, barrister in Paris, doctor of law of Paris University; Lambert Frederick Wintle, LL.B., London University; Owen Moses, Calcutta University; Horace Cecil Monro, Civil servant, B.A., second class Classical Tripos, Cambridge University; Valentine Browne; Ernest Arthur Ebblewhite, F.S.A.; Kenneth James Greaves; and Charles Stimson.

Gray's-inn.—Philip J. Macdonell, B.A., late scholar of Brasenose College, Oxford (1st Class History, 1894), Bacon Scholar, Gray's-inn, 1896, Constitutional Law and Legal History Prizeman, C.L.E., Hilary, 1900; Sheikh Mohammed Akbar; Edward H. Coumbe, B.A., London University, Holt Scholar, Gray's-inn, 1896; Henry G. M. Young, B.A., Trinity College, Oxford; Frederick A. V. Meulen, B.A., Keble College, Oxford; Samuel P. Kerr, B.A., Royal University of Ireland, Lee Prizeman, Gray's-inn; Charles W. Arnett, B.A., London University; Herbert C. Bennitt; Wilfred B. Faraday, LL.B. (First Division), Victoria University, Associate of Owens College, Lee Prizeman, Gray's-inn; Ernest J. Wilberforce; Noel Middleton, B.A., New College, Oxford; Hariprasad Bhagwanji Joshi, University of Edinburgh; Horace J. Douglas; George W. Clarke, A.K.C., clerk to the Vestry of St. Mary, Islington; George I. Mendes; Rattilal Brijlal Maj Mudar, Bombay University; Rustomji Kharshedji Tarachand, B.A., Bombay University; Edward Owen, clerk in the India Office; Charles O. Blagden, M.A., O. C. C., Oxford, late member of the Straits Settlements Civil Service, Holt Scholar, Gray's-inn, 1898; and Anandaray Bapubhai Mazmundar.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Jan. 30.—Chairman, Mr. Archibald Hair.—The subject for debate was: "That this society deplores the growing tendency of municipal bodies to engage in trading enterprises." Mr. Tyldesley Jones opened in the affirmative; Mr. Arnold Jolly opened in the negative. The following members also spoke: Messrs. A. E. Clarke, Neville Tebbutt, W. A. B. Warren. Mr. Tyldesley Jones having replied, the motion was carried by two votes.

By permission of the benchers, the Inns of Court Orchestral Society will give the first concert of their season in the Inner Temple hall on Saturday afternoon, the 17th of February next.

LEGAL NEWS.

APPOINTMENTS.

Mr. WILLIAM HENRY THOMAS, solicitor, of the firm of Messrs. Parker & Thomas, of 18, Ironmonger-lane, London, has been elected Chairman of the City of London Schools Committee.

Mr. R. A. ROBERTS, barrister-at-law, has been appointed by the Master of the Rolls the Legal Inspecting Officer for the purposes of the Public Record Office Act, 1877, in succession to Mr. L. Owen Pike, who has resigned.

Mr. CHARLES A. RUSSELL, Q.C., has been elected Treasurer of Gray's-inn for the ensuing year in succession to Mr. S. C. Macaskie, whose term of office will expire on the 23rd of April, 1900.

INFORMATION WANTED.

COLONEL ROWLAND JOHN LENTHALL (deceased).—Anyone possessing information as to the existence of a Will of the above gentleman, who lived at 4, Cumberland-place, Southampton, and died suddenly on the 2nd of December, 1899, is requested to communicate with George Morris, 84, Seymour-street, London, W.

JOHN THOMPSON EXLEY (deceased).—£20 reward will be paid for production and a copy of the Marriage Settlement, executed in the year 1840 or 1841, on or soon after the marriage of the late John Thompson Exley, of Cotham, Bristol, Esq., with his first wife, Miss Eleanor Eden.—Apply to Messrs. Abbot, Pope, Brown, & Abbot, solicitors, Shannon-court, Bristol.

GENERAL.

Lord Russell of Killowen is giving sittings to Mr. Sargent, R.A., for the second portrait of his lordship which that artist is painting. Both pictures are expected to be ready for exhibition at the Royal Academy in May next.

It is announced that a Commissioner of Assize will be appointed to go on circuit in consequence of the illness of Mr. Justice Wills. It is understood that Mr. Justice Darling will go to Nottingham, Warwick, and Birmingham in place of Mr. Justice Wills, and that the Commissioner will replace Mr. Justice Darling at Stafford and Birmingham.

Notice was given in the House of Commons on Tuesday that leave would be asked for on an early date to introduce the following Bills: Sir M. W. Ridley—Bills to amend the Factory and Workshops Act and to remove electoral disabilities which may arise in the case of the Reserve, Militia, Yeomanry, and Volunteers by reason of absence on the military service of the Crown; Mr. Ritchie—Bills to amend the Companies Acts and for the better prevention of accidents to persons employed on railways; Mr. Long—Bill to amend the law relating to agricultural holdings.

There is a story, says the *Daily News*, told of the new Irish judge that when a boy at Harrow and a member of its Parliamentary Debating Society, he proposed the adoption of the following interesting resolution, the terms of which say as much for his ingenuousness as for his patriotism: "That Ireland is for its size the best country in the world, and the worst governed." Mr. Barton was extremely popular both at Harrow and Oxford, and he became in time, and still remains, proud of the nickname "Paddy," which his fellow-students gave him. There are few, says a Dublin correspondent, except, perhaps, the disappointed expectants, who grudge the new judge his promotion, for he is a thoroughly good fellow.

On Monday in the Probate, Divorce, and Admiralty Division, counsel in an appeal under the Summary Jurisdiction (Married Women) Act, 1895, said (according to the *Times*) that application had been made to the justices' clerk for a copy of the notes of the evidence, but that gentleman had declined to furnish one except on *subpœna* at the hearing. He also contended that there was no order of this court which could compel him to do so. The President said in *Robinson* v. *Robinson* (1898, P. 153) it was held that it was the duty of the magistrates' clerk to supply this court with the notes of evidence. Mr. Priestley, *amicus curiæ*, said that he had been consulted by the magistrates' clerk on the point, and he had no doubt that the notes would be supplied in due course. The President said: It is clearly the duty of the justices' clerk to supply the court with the notes, and I have no doubt that after this expression of opinion he will supply the appellant's solicitors also.

On Wednesday, says the *Times*, Henry Alfred Taylor, solicitor, of South-street, Finsbury, who has been three times before the court under a warrant executed by Detective-sergeant Fuller, Scotland-yard, charged with feloniously appropriating to his own use certain trust moneys to the amount of about £1,574, was brought up in custody for final examination. The prosecution was instituted by the Treasury. The principal witness now examined was Mrs. Jane Hook, of Egham, holder of the life interest in the estate of which the accused was trustee, and, as such, received the money he is alleged to have misappropriated. Evidence was also given by Mr. Berry, one of the examiners in the Court of Bankruptcy—the prisoner having become bankrupt in 1899—as to the prisoner's affairs, and the disposal of the trust moneys as disclosed by his accounts and banker's books. The defence was reserved, and the prisoner was committed to the Central Criminal Court for trial.

Those who write letters back end foremost, beginning on any page on the sheet that happens to lie uppermost, and then continuing sometimes on the one that follows and sometimes on the one that precedes, should, says the *Albany Law Journal*, observe a recent decision in an important will case in Kings County. The will was written on a sheet of four pages. It began on the first page, as usual, then the writer turned over the leaf, but instead of continuing on the second page—the back of the one already written upon—went on to the third, and then back to the second, where the signature and attestation clauses were placed. The law requires that a will shall be signed and attested "at the end thereof," and, although the page on the right-hand side, as the sheet lay open, was marked "second page," and the one on the left was marked "third page," the surrogate decided that the signature was not "at the end," and refused to admit the will to probate. An appeal was taken to the Appellate Division, and the decision of the surrogate was affirmed.

In a recent action in the Queen's Bench Division Darling, J., made some strong observations on speculative actions brought by solicitors. He is reported by the *Daily News* to have said that "in this action a little child sued, by means of her father, to recover damages against a cab proprietor for negligence, causing personal injuries. The trial inevitably resulted on the evidence in a verdict for the defendant. In the course of the trial various letters were put in, and they shewed that there being very little evidence on which a jury would convict, it was the intention of the plaintiff's solicitor to lay before the jury as evidence an offer on the part of the defendant to pay a sum of money to settle the action. It was perfectly clear that if the plaintiff's solicitor's office had been conducted properly this business never could have arisen. The action was a speculative action of the worst sort, and whilst he had the honour of a seat on the bench he meant to do all he could to discourage these actions, which were a disgrace to the solicitors who brought them. The solicitor's office was conducted on these principles—and he was afraid too many were conducted on the same—that a clerk was enabled, on vague information, to institute an action without anything being paid by the plaintiff, the plaintiff being really a man of straw. To mark his sense of the proceeding he should make the order, which was a very unusual one, that the solicitor pay the costs of the defendant instead of his client, who had been set on to bring the action against a man which ought never to have been brought."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Feb. 5	Mr. Pemberton	Mr. King	Mr. Church
Tuesday 6	Jackson	Farmer	Greswell
Wednesday 7	Pemberton	King	Church
Thursday 8	Jackson	Farmer	Greswell
Friday 9	Pemberton	King	Church
Saturday 10	Jackson	Farmer	Greswell

Date.	Mr. Justice Kekewich.	Mr. Justice Byrne.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.
Monday, Feb. 5	Mr. Beal	Mr. Carrington	Mr. Leach	Mr. Jackson
Tuesday 6	Pugh	Lavie	Godfrey	Pemberton
Wednesday 7	Beal	Carrington	Leach	Lavie
Thursday 8	Pugh	Lavie	Godfrey	Carrington
Friday 9	Beal	Carrington	Leach	Pugh
Saturday 10	Pugh	Lavie	Godfrey	Beal

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Feb. 6.—Mr. J. C. STEVENS, at 38, King-street, Covent Garden, Fancy Poultry and Pigeons.
Feb. 7.—Japanese Conifere Roses, Fruit Trees, Liliums, &c.
Feb. 8.—Orchids, Roses, Fruit Trees &c.
Feb. 9.—Cinematograph, Films, large Microscope by Ross, Electric Apparatus, Surgical Instruments, Photographic Apparatus, &c. (See advertisement, this week, p. 6.)

RESULT OF SALE.

REVERSIONS, LIFE POLICIES, STOCKS AND SHARES.

Messrs. H. E. FOSTER & CRANFIELD held their usual fortnightly sale of the above Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, and succeeded in selling all of the Lots in their list except one. The market was extremely brisk, and in two cases Policies of Assurance were sold for over 40 per cent. and 60 per cent. respectively beyond the surrender value. The total realized was £8,416.

	£
REVERSIONS:	
Absolute to £2,141 6s. 3d. 2½ per Cent. Consols; life 50 ... ... Sold	920
Absolute to One-sixth of about £5,482 per annum; lives 58 and 60 „	2,300
LIFE POLICIES:	
For £1,100, in London Assurance; life 79... ... ... „	785
For £3,500, in Clerical, Medical, and General; lives 59 and 54 ... „	970
For £3,000, in Commercial Union; life 49... ... ... „	1,720
For £2,000, in Metropolitan; life 49 ... ... „	1,020
STOCKS AND SHARES:	
Sutton District Water Co., £250 Ordinary Stock ... ... „	641
East Kent District Water Co., 10 Shares of £10 each, fully paid ... „	60

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BINFIELD BRICK AND TILE CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Andrew Meggy, 104, London rd, Chelmsford

BRITISH SHARES INVESTMENT CORPORATION, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 9, to send their names and addresses, and the particulars of their debts or claims, to G. G. Fisher, John William st, Huddersfield, solor to liquidator

CARR BROTHERS, LIMITED—Petn for winding up, presented Jan 23, directed to be heard on Feb 7. Nussey & Fellowes, 1, Great Winchester st, for Vint & Co, Bradford, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

GRIMSBY AND DEEP SEA TOWING AND SALVAGE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to Robert Hodgson and Walter Fred Harris, 16, Parliament st, Hull

HOPKINSON PATENT BRAZELESS CYCLE FRAME SYNDICATE, LIMITED—Creditors are required, on or before Feb 6, to send their names and addresses, and the particulars of their debts or claims, to Lewin Soman, 27, Paper st, London

LANE END MILLS CO, LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to Lewis Aspinall, 23, Carnarvon st, Hollinwood, Oldham. Ascroft & Maw, Oldham, solors for liquidator

W. & W. H STEAD, LIMITED—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to Frederick Crosland Liversedge, 6, Manley rd, Waterloo, nr Liverpool. Field & Co, Liverpool, solors to liquidator

W. N. WHITE & Co, LIMITED—Petn for winding up, presented Jan 24, directed to be heard on Feb 7. Waterhouse & Co, 1, New ct, Lincoln's inn, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

FRIENDLY SOCIETY DISSOLVED.

EQUITABLE SOCIETY OF JOLLY GOOD FELLOWS, 148, Pimlico rd. Jan 18

London Gazette.—TUESDAY, Jan. 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GREEN PARK CHAMBERS, LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to Edward Nicholls, 18, Walbrook. Dixon & Co, Savoy mansions, Savoy, solors for liquidator

HARDWOOD, LIMITED—Creditors are required, on or before Friday, Feb 16, to send their names and addresses, and the particulars of their debts or claims, to John Philip Garnett, 22, Booth st, Mosley st, Manchester. Withington & Co, Manchester, solors for liquidator

KLONDYKE AND COLUMBIAN GOLDFIELDS, LIMITED—Petn for winding up, presented Jan 28, directed to be heard on Feb 7. Nicholson & Crouch, Clun House, Surrey st, Strand, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

PEARTON ELECTRICAL CO, LIMITED—By an order made by Wright, J., dated Jan 17, it was was ordered that the voluntary winding up of the company be continued. Hurd & Son, 25 Bucklersbury, solors for petner

STANDARD CYANIDE MANUFACTURING CO, LIMITED—Petn for winding up, presented Jan 25, directed to be heard on Feb 7. Sims & Syms, 70, Queen Victoria st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

W. N. WHITE & Co, LIMITED—Petn for winding up, presented Jan 29, directed to be heard on Feb 7. Russell & Co, 37, Norfolk st, Strand, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 6

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 19.

TOULSON, MARY, Uckfield, Sussex Feb 28 Toulson v Ryan, Cozens-Hardy, J Langhams, Bartlett's bldgs, Holborn circus

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 23.

DRYSDALE, MARGARET PATTISON, Ryde, I of W Feb 23 Dashwood, Ryde

CHOLMLEY, Dame JANE, Piccadilly Feb 10 Leeman & Co, York

CUMMING, WILLIAM, Duke st, St James's March 6 Allen & Son, Carlisle st, Soho sq

DASHWOOD, ARTHUR, Wimbledon, Horticultural Builder Feb 28 Stuart & Tull, Gray's inn sq

DUNCAN, WILLIAM, Sheffield, Yeoman April 2 Clegg & Sons, Sheffield

EYLAND, MARIA CHESTERMAN. Redland, Bristol March 25 Cumberland, Bristol

FAIRHURST, LOUISA, Liverpool March 23 Harrison & Burton, Liverpool

GIBSON, GEORGIANA, St Donnatts rd, New Cross Feb 28 Finch & Turner, Cannon st

HUTCHINSON, JOHN HEAP, Rock Ferry, Chester, Cotton Broker Mar 10 Whitley & Co, Liverpool

JESSOP, WALTER SIDNEY, Horbury, Merchant April 1 Harrison & Co, Wakefield

KNOWLES, JAMES, Manchester Feb 28 Fullagar & Hulton, Bolton

LEMAN, FRANCOIS, Upper Montagu st March 5 Andrew & Co, Gt James st, Bedford row

MITCHELL, ELIZA, Rotherhithe Feb 16 Foy & Co, New Cross rd

MOGGRIDGE, MARY FRANCES, Hove, Brighton Feb 25 Hammond & Richards, Lincoln's inn fields

NAYLOR, JAMES, Didsbury, nr Manchester, Merchant's Cashier March 24 Diggles & Ogden, Manchester

OCCLESTON, THOMAS BROWNSON, Litherland, nr Liverpool March 17 Brown & Co, Finsbury pvmt

ODY, MARY ANNE, Caversham rd, Kentish Town Feb 26 Denton & Co, Gray's inn sq

OSMOND, GEORGE, Pontnewynydd, Monmouth, Grocer March 19 Bythway & Son, Pontypool

PRENDERGAST, ALFRED, Melbourne, Victoria March 1 St Barbe & Co, Delahay st, Westminster

RICHARDSON, JOSEPH, Kingston upon Hull March 19 Stamp & Co, Hull

ROBERTS, ELIZABETH, Chorlton, Chester April 1 Menshall & Co, Llangollen

ROBERTS, ROBERT, Shop Dyserth, nr Rhyl, Flint, Shopkeeper Feb 28 Gamlin & Williams, Rhyl

ROWLING, WILLIAM, Lakenham, Norwich Feb 20 Prior, Norwich

ROUTLEDGE, EDMUND, Queen Anne's mansions, St James's Park March 6 Allen & Son, Carlisle st, Soho sq

TAYLOR, AARON DANIEL, Oldham Feb 10 Pownall, Ashton under Lyne

TRUSLER, STEPHEN, Westbury sub Mendip, Somerset Feb 19 March, Axbridge

VALENTINE, LAURA BELINDA CHARLOTTE, Warwick rd, Earl's Court Feb 20 Pettitt & Valentine. Chancery ln

WHALE, JOHN, Wrotham, Kent, Licensed Victualler March 1 Stenning, Maidstone

WILLIAMS, ROBERT, Caerphilly, Pembroke Feb 21 Spickett & Sons, Pontypridd

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 26.

RECEIVING ORDERS.

ARNOLD, CHARLES WILLIE, Danbury, Essex, Farmer Chelmsford Pet Jan 20 Ord Jan 20

BENTON, GEORGE, Green st, Leicester sq, Boot Dealer High Court Pet Dec 27 Ord Jan 23

BERNAL, GRENVILLE HUGH WOODLEY, Bury st, St James's High Court Pet Oct 13 Ord Jan 23

BRAMLEY, JOHN CURTOIS, Langrick, Lincs, Farmer Boston Pet Jan 24 Ord Jan 24

BROCK, GEORGE THOMAS, and JAMES BLACKHALL ALCOCK, Great Grimsby, Joiners Great Grimsby Pet Jan 22 Ord Jan 22

CLEGG, CHARLES HERBERT, Bury, File Grinder Bolton Pet Jan 23 Ord Jan 23

DALY, JOHN, Liverpool, Engineer Liverpool Pet Jan 22 Ord Jan 22

DUCKER, WILLIAM, Aylsham, Norfolk, Saddler Norwich Pet Jan 22 Ord Jan 22

DUNLOP, THOMAS, York, Caterer York Pet Jan 24 Ord Jan 24

EARNSHAW, CHARLES, Lindley, nr Huddersfield, Painter Huddersfield Pet Jan 24 Ord Jan 22

GUMBLEY, HERBERT HARRY, and JAMES AUGUSTUS SCOTT, Birmingham, Cycle Saddle Makers Birmingham Pet Jan 22 Ord Jan 22

HEAP, JAMES WILLIAM, Sittingbourne, Tailor Rochester Pet Jan 23 Ord Jan 23

HEMMINGS, A J, Boscombe, Hants, Boot Dealer Poole Pet Dec 5 Ord Jan 24

HESSE, LOUIS, Bradford, Cabinet Maker Bradford Pet Jan 22 Ord Jan 22

HILCKES, HARRY, Lee, Kent, Philatelic Publisher Greenwich Pet Nov 24 Ord Jan 24

KILBRIDE & Co, Duke st, London Bridge, Provision Merchants High Court Pet Jan 1 Ord Jan 24

LARGE, JAMES, and WALTER WILLIAM LARGE, Cirencester, Builders Swindon Pet Jan 24 Ord Jan 24

LEYSHON, JOHN EDWARD, Aberavon, Glam, Brake Proprietor Neath Pet Jan 24 Ord Jan 24

LONG, JAMES JOHN, New Brompton, Kent, Cook Rochester Pet Jan 23 Ord Jan 23

MARTIN, ARTHUR HENRY, New Swindon, Wilts, Fishmonger Swindon Pet Jan 22 Ord Jan 22

MORGAN, JOHN, Tenby, Pembroke, Office Caretaker Pembroke Dock Pet Jan 22 Ord Jan 22

OLIVER, W S, Hogarth rd, Earl's Court High Court Pet Dec 22 Ord Jan 24

POWELL, THOMAS, Cwmdauddwr, Radnor, Licensed Victualler Newtown Pet Jan 23 Ord Jan 23

REILLY, WILLIAM, High Holborn, Publican High Court Pet Jan 6 Ord Jan 24

REES, HORACE VICKARS, Cambridge st, Hyde Park High Court Pet Jan 3 Ord Jan 24

SHELHAM, G, Bristol, Baker Bristol Pet Jan 11 Ord Jan 23

SIMPSON, ALBERT EDWARD, Liscard, Grocer Birkenhead Pet Jan 24 Ord Jan 24

STEPHENS, THOMAS PHILIP, Swansea, Builder Swansea Pet Jan 24 Ord Jan 24

STEVENS, JAMES, Holyhead, Anglesey, Photographer Bangor Pet Jan 20 Ord Jan 20

THOMAS, JABEZ, Barry Dock, Glam, Grocer Cardiff Pet Jan 23 Ord Jan 23

TOFT, GEORGE H, Fearnhead, nr Warrington, Baker Warrington Pet Jan 6 Ord Jan 22

UPTON, THOMAS, Ilfracombe, Builder Barnstaple Pet Jan 22 Ord Jan 22

URQUHARDT, Mrs, Shooter's Hill rd Greenwich Pet Dec 15 Ord Jan 23

URWIN, JOHN GEORGE, Darlington, Bootmaker Stockton on Tees Pet Jan 20 Ord Jan 20

WALKER, FRED ROBERT, Cleethorpes, Lincs Gt Grimsby Pet Jan 19 Ord Jan 19

WEBSTER, HENRY, Southampton, Commercial Traveller Southampton Pet Jan 22 Ord Jan 22

WHEELER, EDWARD, Bracknell, Berks, Builder Windsor Pet Jan 5 Ord Jan 20

WHEELER, WILLIAM GRESHAM, Old Kent rd, Builder High Court Pet Jan 2 Ord Jan 22

WIEGAND, HENRY, Lea Bridge rd, Baker High Court Pet Jan 24 Ord Jan 24

WINTER, CHARLES, King's Heath, Worcester, Plumber Birmingham Pet Jan 24 Ord Jan 24

Amended notice substituted for that published in the London Gazette of Jan 16:

SINGLETON, HENRY FRANCIS, and WALTER LAWRENCE, Sidcup, Kent, Fishmongers Croydon Pet Jan 9 Ord Jan 9

FIRST MEETINGS.

BENTON, GEORGE, Green st, Leicester sq, Boot Dealer Feb 2 at 11 Bankruptcy bldgs, Carey st

BERNAL, GRENVILLE HUGH WOODLEY, Bury st, St James's Feb 5 at 11 Bankruptcy bldgs, Carey st

COX, HENRY, Coventry, Baker Feb 5 at 12 Off Rec, 17, Hertford st, Coventry

CRAKE, ELIZA CAROLINE, Putney, Stationer Feb 5 at 11.30 24, Railway app, London Bridge

CUDDEFORD, WILLIAM HENRY, Hemel Hempstead, Herts, Beerhouse Keeper Feb 2 at 12 Off Rec, 1A, St Paul's sq, Bedford

DIXON, WILLIAM ALFRED, Dover, Bricklayer Feb 8 at 9 Off Rec, 73, Castle st, Canterbury

DOEL, JOHN, Swansea, Tailor Feb 2 at 12 Off Rec, 31, Alexandra rd, Swansea

DUNLOP, THOMAS, York, Caterer Feb 8 at 12.15 Off Rec, 28, Stonegate, York

FORSTER, THOMAS JOSEPH, Gateshead, Hatter Feb 2 at 11.30 Off Rec, 83, Mosley st, Newcastle on Tyne

GAWTHORP, CHARLES, Altofts, Yorks, Builder Feb 2 at 11 Off Rec, 6, Bond ter, Wakefield

HANCOCK, HERBERT, Sheffield, Boot Manufacturer Feb 2 at 12 Off Rec, Figtree ln, Sheffield

HEAP, JAMES WILLIAM, Newington next Sittingbourne, Tailor Feb 12 at 12 115, High st, Rochester

HESSE, LOUIS, Bradford, Cabinet Maker Feb 5 at 11 Off Rec, 31, Manor row, Bradford

KING, WILLIAM, Gt Yarmouth, Fish Merchant Feb 3 at 1 Off Rec, 8, King st, Norwich

LONG, JAMES JOHN, New Brompton, Kent, Cook Feb 12 at 11.30 115, High st, Rochester

MALBY, GEORGE WILLIAM, Stratford Feb 5 at 12 Bankruptcy bldgs, Carey st

MATTHEWS, FREDERICK, Aberavon, Builder Feb 2 at 12.30 Off Rec, 31, Alexandra rd, Swansea

MILESTONE, JAMES ARTHUR, Egremont, Chester, Builder Feb 7 at 12 Off Rec, 35, Victoria st, Liverpool

STOREY, JOHN, Kilburn, Licensed Victualler Feb 5 at 12 Bankruptcy bldgs, Carey st

THRELFALL, JAMES, Fuxfield, Lancs, Teacher of Music Feb 2 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness

TOMLIN, JULIAN, Fielding rd, Bedford Park, Tailor Feb 2 at 12 Bankruptcy bldgs, Carey st

VARTY, CALVERT, Cowes, I of W, Grocer Feb 8 at 3 Chamber of Commerce, 145, Cheapside

VINALL, ERNEST, Eastbourne, Architect Feb 2 at 2.30 Coles & Sons, Seaside rd, Eastbourne

WOOD, J F O'CONNOR, Cricklewood Feb 2 at 1.30 Bankruptcy bldgs, Carey st

WOODYARD, ROBERT JOHN, Maldon, Essex, Builder Feb 7 at 1.30 Shirehall, Chelmsford

WRIGHT, GEORGE WILLIAM, and EARDLEY WILLOWS YOUNGER, Kingston upon Hull, Fruit Merchants Feb 2 at 11 Off Rec, Trinity House ln, Hull

Amended notice substituted for that published in the London Gazette of Jan 23:

MIDDLETON, JANE ELIZABETH, and DAVID MIDDLETON, Shelf, nr Halifax, Stone Merchants Jan 30 at 12 Off Rec, Townhall chmbrs, Halifax

ADJUDICATIONS.

BRAMLEY, JOHN CURTOIS, Langrick, Lincs, Farmer Boston Pet Jan 24 Ord Jan 24

BROCK, GEORGE THOMAS, and JAMES BLACKHALL ALCOCK, Great Grimsby, Joiners Great Grimsby Pet Jan 22 Ord Jan 22

CLEGG, CHARLES HERBERT, Bury, File Grinder Bolton Pet Jan 23 Ord Jan 23

DOEL, JOHN, Swansea, Tailor Swansea Pet Dec 30 Ord Jan 23

DUCKER, WILLIAM, Aylsham, Norfolk, Saddler Norwich Pet Jan 22 Ord Jan 22

DUNLOP, THOMAS, York, Caterer York Pet Jan 24 Ord Jan 24

EARNSHAW, CHARLES, Lindley, nr Huddersfield, Painter Huddersfield Pet Jan 22 Ord Jan 22

FRIEND, EDWARD COKE, Watling st, Commission Agent High Court Pet Jan 9 Ord Jan 23

GASTRELL, JAMES RICHARD HORATIO, Birdlip, Glos, Timber Merchant Cheltenham Pet Jan 5 Ord Jan 17

GUMBLEY, HERBERT HARRY, and JAMES AUGUSTUS SCOTT, Birmingham, Cycle Saddle Makers Birmingham Pet Jan 22 Ord Jan 23

HEAP, JAMES WILLIAM, Newington next Sittingbourne, Tailor Rochester Pet Jan 23 Ord Jan 23

HESSE, LOUIS, Bradford, Cabinet Maker Bradford Pet Jan 22 Ord Jan 22

JONES, WORDSWORTH EVERARD, Bourne, Lincs Peterborough Pet Jan 5 Ord Jan 22

LARGE, JAMES, and WALTER WILLIAM LARGE, Cirencester, Builders Swindon Pet Jan 24 Ord Jan 24

LEYSHON, JOHN EDWARD, Aberavon, Glam, Brake Propietor Neath and Aberavon Pet Jan 24 Ord Jan 24

LIFE, EDWARD ELY, Nunhead, Advertising Canvasser High Court Pet March 1 Ord Jan 17

LONG, JAMES JOHN, New Brompton, Kent, Cook Rochester Pet Jan 23 Ord Jan 23

MCCAFLEY, GEORGE, Brighton High Court Pet Dec 5 Ord Jan 20

MARTIN, ARTHUR HENRY, New Swindon, Fishmonger Swindon Pet Jan 22 Ord Jan 22

MORGAN, JOHN, Tenby, Office Caretaker Pembroke Dock Pet Jan 22 Ord Jan 23

ROBINSON, FRANK, Pewsey, Wilts High Court Pet May 24 Ord Jan 24

ROWLAND, ALEXANDER HENRY, Copthall av, Accountant High Court Pet Oct 19 Ord Jan 23

SINGLETON, HENRY FRANCIS, and WALTER LAWRENCE, Sidcup, Kent, Fishmongers Croydon Pet Jan 9 Ord Jan 20

STEPHENS, THOMAS PHILIP, Swansea, Builder Swansea Pet Jan 24 Ord Jan 24

STEVENS, JAMES, Holyhead, Anglesey, Photographer Bangor Pet Jan 20 Ord Jan 20

SULLIVAN, JOHN, Fulham, Omnibus Proprietor High Court Pet Nov 27 Ord Jan 23

TATHAM, FRANCIS WALKINGAME, Bishop's Tawton, Devon, Farmer Barnstaple Pet Jan 2 Ord Jan 17

THOMAS, JABEZ, Barry Dock, Glam, Grocer Cardiff Pet Jan 23 Ord Jan 23

UPTON, THOMAS Ilfracombe, Builder Barnstaple Pet Jan 22 Ord Jan 24

URWIN, JOHN GEORGE, Darlington, Bookmaker Stockton on Tees Pet Jan 20 Ord Jan 20

WALKER, FRED ROBERT, Cleethorpes, Lincs, Fish Packer Great Grimsby Pet Jan 19 Ord Jan 19

WEBSTER, HENRY, Southampton, Commercial Traveller Southampton Pet Jan 22 Ord Jan 22

WIEGAND, HENRY, Lea Bridge rd, Baker High Court Pet Jan 24 Ord Jan 24

ADJUDICATION ANNULLED.

BINNS, JABEZ, Nelson, Lancs Burnley Adjud Aug 4, 1897 Annul June 18, 1898

London Gazette.—TUESDAY, Jan. 30.

RECEIVING ORDERS.

ATKIN, GERTRUDE, Harrogate, York, Dressmaker York Pet Jan 26 Ord Jan 26

AYTON, SAMUEL, Stockton on Tees, Debt Collector Stockton on Tees Pet Jan 24 Ord Jan 24

BARLOW, JAMES, Bolton, Creeler Rochdale Pet Jan 26 Ord Jan 26

BARNES, CHARLES, Clapham rd, Licensed Victualler High Court Pet Jan 18 Ord Jan 25

BARTON, FRANCIS HERBERT, Wolverhampton, Baker Wolverhampton Pet Jan 25 Ord Jan 25

BOONHAM, ARTHUR JOHN, Chasetown, nr Walsall, Baker Walsall Pet Jan 24 Ord Jan 24

BURRELL, FRANCIS WILLIAM, Northampton, Grocer Northampton Pet Jan 25 Ord Jan 25

CAMPBELL, HUGH, Chilworth st, Paddington, Builder High Court Pet Jan 26 Ord Jan 26

DE LUSSAN, ALFRED, Eton, Northamptons Peterborough Pet Jan 13 Ord Jan 27

DODSON, ERNEST, Hastings, Stock Dealer High Court Pet Nov 10 Ord Dec 12

DOLD, GERSON, Bury, Watchmaker Bolton Pet Jan 26 Ord Jan 26

DRIVET, HENRI, Northampton, Engineer Northampton Pet Jan 10 Ord Jan 27

ELGAR, THOMAS CHEESMAN ROBERT, Frome, Somerset, Newspaper Editor Frome Pet Jan 22 Ord Jan 26

FURMAN, BARNETT, Kingston upon Hull, Boot Dealer Kingston upon Hull Pet Jan 26 Ord Jan 26

GILL, ALFRED, Oldham, Horse Dealer Oldham Pet Jan 27 Ord Jan 27

GORDON, CECIL Hampton Court Palace High Court Pet Jan 2 Ord Jan 26

HAMMOND, THOMAS JAMES, Upper Thames st, Die Sinker High Court Pet Jan 27 Ord Jan 27

HARLAND, FRANK VANSBURG, York, Licensed Victualler York Pet Jan 25 Ord Jan 25

HARRISON, JOSEPH GEORGE, Leicester, Nurseryman Leicester Pet Jan 27 Ord Jan 27

HAYTHORNTHWAITE, JAMES, Nelson, Lancs, Loom Overlooker Burnley Pet Jan 25 Ord Jan 25

HOLLAS, JOSEPH, Stalybridge, Innkeeper Ashton under Lyne Pet Jan 27 Ord Jan 27

HORSLEY, CHARLES WILLIAM, Pall Mall High Court Pet Jan 25 Ord Jan 25

HIRST, FREDERICK, Heaton Norris, Lancs, Painter Stockport Pet Jan 26 Ord Jan 26

HUTTON, WILLIAM, Walthamstow, Greengrocer High Court Pet Jan 2 Ord Jan 24

LAWSON, JOHN, Long Preston, York, Grocer Bradford Pet Jan 27 Ord Jan 27

MCADAM, EDWARD ADAM, Peckham High Court Pet Jan 3 Ord Jan 26

MATTHEWS, GEORGE HARRY, New Cleethorpes, Fish Merchant Great Grimsby Pet Jan 25 Ord Jan 25

MEAD, FRANK, Dalston, Builder High Court Pet Jan 26 Ord Jan 26

MOORE, JOHN BELL, Dewsbury, Greengrocer Dewsbury Pet Jan 25 Ord Jan 25

PARTRIDGE, ALFRED JAMES, Plymouth, Grocer Plymouth Pet Jan 25 Ord Jan 25

PHILLIPS, GEORGE, Penzance, Cornwall, Piano Manufacturer Truro Pet Jan 12 Ord Jan 27

QUEUX, EDMOND, Charlotte st, Fitzroy sq, Wine Merchant High Court Pet Jan 27 Ord Jan 27

RIDOUT & HOLNESS, Herne Bay, Kent, Builders Canterbury Pet Jan 11 Ord Jan 25

SAYLE, GEORGE MOORE, Kilburn, Export Merchant High Court Pet Jan 26 Ord Jan 27

SIMMONS, JOHN, Birmingham, Plumber Birmingham Pet Jan 26 Ord Jan 26

SMART, JOHN, Bury St Edmunds, Saddler Bury St Edmunds Pet Jan 26 Ord Jan 26

WHITE, BERTIE, Gt Grimsby, Clothier Gt Grimsby Pet Jan 26 Ord Jan 26

WIGHTMAN, CHARLES PROUDLOCK, Middlestone Moor, Durham Innkeeper Durham Pet Jan 26 Ord Jan 26

FIRST MEETINGS.

ARNOLD, CHARLES WILLIS, Danbury, Essex, Farmer Feb 8 at 12 Off Rec. 95, Temple chmbrs, Temple av

ATKIN, GERTRUDE, Harrogate, York, Dressmaker Feb 12 at 11.15 Off Rec, 28, Stonegate, York

ATKINSON, HENRY, Barnsley, York, Furniture Dealer Feb 7 at 10.30 Off Rec, Regent st, Barnsley

AYRE, OWEN, Highampton, Devon, Carpenter Feb 9 at 11 6, Athenæum ter, Plymouth

BARNES, CHARLES, Clapham rd, Licensed Victualler Feb 8 at 2.30 Bankruptcy bldgs, Carey st

BLEWITT, EDWARD, Blaenavon, Mon, late Estate Agent Feb 7 at 12 135, High st, Merthyr Tydfil

BRYARS, JAMES CURRER, Oswaldtwistle, nr Blackburn, Stonemason Feb 14 at 12 County Court House, Blackburn

BROCK, GEORGE THOMAS, and JAMES BLACKHALL ALCOCK, Gt Grimsby, Joiners Feb 6 at 11 Off Rec, 15, Osborne st, Gt Grimsby

BROOKES, GEORGE, Wolverley, Worcs, Market Gardener Feb 6 at 2.45 Spencer Thursfield, 12, Oxford st, Kidderminster

CAMPBELL, HUGH, Chilworth st, Paddington, Builder Feb 8 at 12 Bankruptcy bldgs, Carey st

CLEGG, CHARLES HERBERT, Bury, File Grinder Feb 6 at 10.30 16, Wood st, Bolton

COOKE, HARRY JAMES, Birmingham, Hotel Manager Feb 7 at 11 174, Corporation st, Birmingham

DALY, JOHN, Liverpool, Engineer Feb 7 at 2.30 Off Rec, 35, Victoria st, Liverpool

DAW, HILDER, Sevenoaks, Kent, Builder Feb 8 at 11.30 24 Railway app, London Bridge

DODSON, ERNEST, Hastings, Stock Dealer Feb 6 at 12 Bankruptcy bldgs, Carey st

EARNSHAW, CHARLES, Lindley, Huddersfield, Painter Feb 7 at 12 Off Rec, 19, John William st, Huddersfield

ELGAR, THOMAS CHEESMAN ROBERT, Frome, Newspaper Editor Feb 7 at 12.15 Off Rec. Baldwin st, Bristol

GORDON, CECIL, Hampton Court Feb 6 at 11 Bankruptcy bldgs, Carey st

GRAY, JOHN, Grantham, Horse Dealer Feb 6 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

HARLAND, FRANK VANSBURG, York, Licensed Victualler Feb 9 at 12.15 Off Rec, 28, Stonegate, York

HOLDEN, RICHARD, South Shore, Blackpool, Estate Agent Feb 9 at 2.30 Off Rec, 14, Chapel st, Preston

HORSLEY, CHARLES WILLIAM, Pall Mall Feb 7 at 11 Bankruptcy bldgs, Carey st

HOWE, RICHARD GEORGE, Harrow, Builder Feb 8 at 3 Off Rec. 95, Temple chmbrs, Temple av

HUTTON, WILLIAM, Walthamstow, Greengrocer Feb 7 at 12 Bankruptcy bldgs, Carey st

JOSEPH, NISSAN, Sunderland, Engraver Feb 6 at 3.30 Off Rec, 25, John st, Sunderland

KILBRIDE & CO, Duke st, London Bridge, Provision Merchants Feb 6 at 2.30 Bankruptcy bldgs, Carey st

KING, FREDERICK, Bristol, Electrical Engineer Feb 7 at 12 Off Rec. Baldwin st, Bristol

LIFFITON, HARRY, Twickenham Feb 8 at 12 Off Rec, 95, Temple chmbrs, Temple av

LOCKWOOD, HOPHNI SHAW, Barnsley, Yorks, Plasterer Feb 17 at 10.15 Off Rec, Regent st, Barnsley

MARCHANT, C W H, Thornton Heath, Surrey, Builder Feb 7 at 11.30 24, Railway app, London Bridge

MARTIN, ARTHUR HENRY, New Swindon, Wilts, Fishmonger Feb 7 at 11 Off Rec, 48, Cricklade st, Swindon

MEAD, FRANK, Dalston, Builder Feb 7 at 2.30 Bankruptcy bldgs Carey st

MEALE, JOHN, Pontypridd, Tailor Feb 8 at 12 135, High st, Merthyr Tydfil

MORGAN, JOHN, Tenby, Pembroke, Office Caretaker Feb 6 at 11.30 Off Rec, 4, Queen st, Carmarthen

OLIVER W S, Hogarth rd, Earl's Court Feb 8 at 11 Bankruptcy bldgs, Carey st

PAYNE, ERNEST, East Grinstead, Carman Feb 6 at 12.15 Royal Hotel, East Grinstead

PHILLIPS, HARRY, Handsworth Feb 16 at 11 174, Corporation st

ROBERTS, EDWIN WESLEY, Cardiff Feb 9 at 3 117, St Mary st, Cardiff

SALTER, WILLIAM, Bridgend, Glam, Publican Feb 10 at 10.30 117, St Mary st, Cardiff

SAUNDERS, H C L, Gracechurch st, Consulting Actuary Feb 8 at 11 Bankruptcy bldgs, Carey st

SHELHAM, G, Bristol, Baker Feb 7 at 12.30 Off Rec, Baldwin st, Bristol

SMITH, EDWARD, Freeby, Leicesters, Grazier Feb 6 at 12.30 Off Rec, 1, Berridge st, Leicester

THOMAS, PHILIP JOSEPH, Haverfordwest, Grocer Feb 6 at 11 Off Rec, 4, Queen st, Carmarthen

THOMAS, WILLIAM, Treherbert, Glam, Milk Vendor Feb 6 at 12 135, High st, Merthyr Tydfil

TOFT, GEORGE H, Warrington, Baker Feb 7 at 3 Off Rec, Byrom st Manchester

UPTON, THOMAS, Ilfracombe, Builder Feb 7 at 2 Off Rec 5a, Hammet st, Taunton

WEBSTER, HENRY, Southampton, Commercial Traveller Feb 10 at 11 Off Rec, 172, High st, Southampton

WESTWOOD, ARTHUR HENRY, Brighouse, Stone Merchant Feb 7 at 2.30 Off Rec, Town Hall chmbrs, Halifax

WIEGAND, HENRY, Lea Bridge rd, Baker Feb 8 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ARGALL, MARY ROBERTS, Stamford hill, Milliner High Court Pet Jan 12 Ord Jan 26

ARNOLD, CHARLES WILLIS, Danbury, Essex, Farmer Chelmsford Pet Jan 20 Ord Jan 25

ASPINALL, THOMAS WILLIAM, Bristol, Builder Bristol Pet Jan 16 Ord Jan 26

ATKIN, GERTRUDE, Harrogate, York, Dressmaker York Pet Jan 26 Ord Jan 26

AYTON, SAMUEL, Stockton on Tees, Debt Collector Stockton on Tees Pet Jan 24 Ord Jan 24

BARLOW, JAMES, Lumb, nr Newchurch, Lancs, Creeler Rochdale Pet Jan 26 Ord Jan 26

BARNES, CHARLES, Clapham rd, Licensed Victualler High Court Pet Jan 18 Ord Jan 25

BARTON, FRANCIS HERBERT, Wolverhampton, Baker Wolverhampton Pet Jan 25 Ord Jan 25

BENNETT, WALTER, Central Markets, Butcher High Court Pet Jan 5 Ord Jan 24

BOONHAM, ARTHUR JOHN, Chasetown, Walsall, Baker Walsall Pet Jan 24 Ord Jan 24

BURRELL, FRANCIS WILLIAM, Northampton, Grocer Northampton Pet Jan 25 Ord Jan 25

CAMPBELL, HUGH, Chilworth st, Paddington, Builder High Court Pet Jan 26 Ord Jan 26

COOKE, HARRY JAMES, Birmingham, Hotel Manager Birmingham Pet Dec 15 Ord Jan 27

DALY, JOHN, Liverpool, Engineer Liverpool Pet Jan 22 Ord Jan 23

DOLD, GERSON, Bury, Watchmaker Bolton Pet Jan 26 Ord Jan 26

DOUGLAS-WILLAN, J H, St Helen's pl, Company Promoter High Court Pet Nov 23 Ord Jan 26

ELLIOT, THOMAS, Bishopston, Bristol, Clerk Bristol Pet Jan 12 Ord Jan 25

FURMAN, BARNETT, Kingston upon Hull, Boot Dealer Kingston upon Hull Pet Jan 26 Ord Jan 26

GILL, ALFRED, Oldham, Horse Dealer Oldham Pet Jan 27 Ord Jan 27

GORSUCH, JOHN WILLIAM, Upper Holloway, Photographer High Court Pet Jan 10 Ord Jan 24

HAMMOND, THOMAS JAMES, Upper Thames st, Die Sinker High Court Pet Jan 27 Ord Jan 27

HARLAND, FRANK VANSBURG, York, Licensed Victualler York Pet Jan 25 Ord Jan 25

HARRISON, JOSEPH GEORGE, Leicester, Nurseryman Leicester Pet Jan 27 Ord Jan 27

HAYTHORNTHWAITE, JAMES, Nelson, Loom Overlooker Burnley Pet Jan 25 Ord Jan 25

HIRST, FREDERICK, Heaton Norris, Lancs, Painter Stockport Pet Jan 26 Ord Jan 26

HOLLAS, JOSEPH, Stalybridge, Innkeeper Ashton under Lyne Pet Jan 27 Ord Jan 27

HORSLEY, CHARLES WILLIAM, Pall Mall High Court Pet Jan 25 Ord Jan 25

LAWSON, JOHN, Long Preston, Yorks, Grocer Bradford Pet Jan 27 Ord Jan 27

MALBY, GEORGE WILLIAM, Stratford, Essex High Court Pet Dec 6 Ord Jan 24

MATTHEWS, GEORGE HARRY, New Cleethorpes, Fish Merchant Great Grimsby Pet Jan 25 Ord Jan 25

MEAD, FRANK, Dalston, Builder High Court Pet Jan 23 Ord Jan 26

MOORE, JOHN BELL Leeds, Greengrocer Dewsbury Pet Jan 25 Ord Jan 25

PARTRIDGE, ALFRED JAMES, Plymouth, Grocer Plymouth Pet Jan 25 Ord Jan 25

PHILLIPS, HARRY, Handsworth Birmingham Pet Jan 12 Ord Jan 27

QUEUX, EDMOND, Charlotte st, Fitzroy sq, Foreign Produce Merchant High Court Pet Jan 27 Ord Jan 27

RIDDLE, FREDERICK DENNING, Combe Down, nr Bath, Baker Bath Pet Jan 5 Ord Jan 27

SALTER, ALFRED EDWARD, Walbrook, Company Promoter High Court Pet Oct 24 Ord Jan 11

SAYLE, GEORGE MOORE, Kilburn, Export Merchant High Court Ord Jan 26 Ord Jan 27

SIMMONS, JOHN, Birmingham, Plumber Birmingham Pet Jan 26 Ord Jan 26

SMART, JOHN, Bury St Edmunds, Saddler Bury St Edmunds Pet Jan 26 Ord Jan 26

SYDENHAM, ALFRED HENRY, Harlow, Essex, Schoolmaster Hertford Pet Jan 17 Ord Jan 26

TOMLIN, JULIAN, Hammersmith, Tailor High Court Pet Dec 30 Ord Jan 24

TURPIN, WILLIAM, Dipton, Durham, Miner Newcastle on Tyne Pet Jan 16 Ord Jan 24

WHEELER, EDWARD, Bracknell, Builder Windsor Pet Jan 5 Ord Jan 24

WHITE, BERTIE, Great Grimsby, Clothier Great Grimsby Pet Jan 26 Ord Jan 26

WIGHTMAN, CHARLES PROUDLOCK, Middlestone Moor, Durham, Innkeeper Durham Pet Jan 26 Ord Jan 26

ADJUDICATION ANNULLED.

TRIMBY, ELIZA, Clifton, Bristol, Lodging house Keeper Bristol Adjud April 26, 1899 Annul Jan 26

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.